

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Please identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit that does not require re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: The following information is responsive to this Interrogatory:

- Unbundled Dedicated Transport – Service Rearrangement Phase 1
Marketing Service Description

Also see BellSouth's response to the Joint Petitioners' First Requests for Production of Documents, Item No. 2-5(C)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in converting a circuit that requires retermination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 2-5(C)-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the following information is responsive to this request:

- CLEC to CLEC Conversion for Unbundled Loops - CLEC Information Package which may be found on the Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unec.html>

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RESPONSE (CONT.):

- Standard Interconnection Agreement, Att. 2 UNE Rates, contains the process rates for CLEC to CLEC Conversion for Unbundled Loops and may be found on the Interconnection website at:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Also see BellSouth's response to the Joint Petitioners' the Joint Petitioners' First Production of Documents, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 2-5(C)-3 to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, the following information is responsive to this Interrogatory.

- UDT Service Rearrangement

Also see BellSouth's response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-5(C)-3.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when performing a physical rearrangement of a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 2-5(C)-4 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the following information is responsive to this interrogatory:

- UDT Service Rearrangement [See BellSouth's Response to the Joint Petitioners' First Production of Documents, Item No. 2-5(C)-3]
- Unbundled Dedicated Transport – Currently Combined UNE Combinations Customer Information Package which may be found on the BellSouth Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unes.html>

RESPONSE: (continued)

- Unbundled Dedicated Transport – Service Rearrangement Phase 1
Marketing Service Description [See BellSouth's Response to the Joint
Petitioners' First Production of Documents, Item No. 2-5(C)-1]

Also see BellSouth's Response to Joint Petitioners' First Request for Production
of Documents, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. §51.319(a)(8) and (e)(5)?

REQUEST: Please identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rules.

RESPONSE: BellSouth objects to Interrogatory No. 2-7-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, the vast majority of Routine Network Modifications consists of the removal of bridged tap and load coils. The remainder of the modifications include such things as opening manholes, splice covers, etc. The costs of these items are provided in the A.17 Line Conditioning series of cost elements. See BellSouth's TELRIC study filed in APSC Docket No. 27821 (March 20 & November 15, 2001 versions).

ISSUE: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. §51.319(a)(8) and (e)(5)?

REQUEST: For those Routine Network Modifications set forth in response to Interrogatory 2-7-1, please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 2-7-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 2-7-1. See also BellSouth's Interconnection website at:

(http://cpr.bellsouth.com/clec/docs/all_states/index7.htm).

ISSUE: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a minimum billing period or minimum period of service for UNEs, Combinations or Other Services. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-10-1 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's First Request for Production of Documents, Item No. 2-10-1.

ISSUE: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

REQUEST: Please explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

RESPONSE: BellSouth objects to Interrogatory No. 2-10-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents because UNE cost studies do not have a specific cost element for minimum billing periods.

ISSUE: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center of base station do not constitute loops?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to its position that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-12-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, the requested information is irrelevant in light of the FCC's decision in the TRO wherein it held that cell sites are not loops. (TRO Order, footnote 1116) (D.C. Circuit Court, Case 00-1012, pages 29-33) BellSouth further objects on the grounds of attorney/client privilege and work product doctrine.

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RESPONSE: (continued)

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's First Request for Production of Documents, Item No. 2-12-1.

- ISSUE: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center of base station do not constitute loops?
- REQUEST: Please state whether BellSouth has provisioned for itself or any party a transmission facility from a Central Office or End Office to a mobile switching center, cell site, or base station, and what Universal Service Ordering Code ("USOC"), label, contract provision and /or name applied to such facilities.
- RESPONSE: BellSouth objects to Interrogatory No. 2-12-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, the requested information is irrelevant in light of the FCC's decision in the TRO wherein it held that cell sites are not loops. (TRO Order , footnote 1116) (D.C. Circuit Court, Case 00-1012, pages 29-33)

Subject to without waiving the foregoing objections, BellSouth provides the following response. As carriers, including BellSouth affiliates, have ordered tariffed services from BellSouth Tandems or BellSouth End Offices to known cell sites or Mobile Switching Centers (MSCs), BellSouth has provisioned facilities to those locations. Carriers order specific tariffed services to those locations depending on the carrier's needs at each location. To the extent a carrier has ordered UNE elements from BellSouth Tandems or BellSouth End Offices to cell sites or MSCs, BellSouth has rejected these orders if the cell site or MSC is known or insisted upon moving the circuits to the appropriate tariffed service upon discovery that the UNE was serving a cell site or MSC.

- ISSUE:** Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?
- REQUEST:** Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will unbundle, or is required to unbundle, less than the entire frequency of a loop or will otherwise share a portion of the frequency of an unbundled loop. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE:** BellSouth objects to Interrogatory No. 2-13-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Additionally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's First Request for Production of Documents, Item No. 2-13-1.

ISSUE: In unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

REQUEST: Please state the proportion (as a percentage) of BellSouth loops that are Fiber-to-the-Home Loops.

RESPONSE: BellSouth objects to Interrogatory No. 2-15-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth currently has zero Fiber-to-the-Home loops deployed in Alabama. As of December 31, 2003, BellSouth has deployed Fiber-to-the-Curb (FTTC) to 18,275 living units in Alabama, which is less than 1% of the total working lines in Alabama.

ISSUE: In unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

REQUEST: Please state the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between February 8, 1996 and October 2, 2003.

RESPONSE: BellSouth objects to Interrogatory No. 2-15-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has deployed zero Fiber-to-the-Home loops in Alabama between February 8, 1996 and October 2, 2003. As of October 1, 2003, BellSouth had deployed Fiber-to-the-Curb (FTTC) to 17,975 living units in Alabama, which is less than 1% of the current total working lines in Alabama.

ISSUE: In unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

REQUEST: Please state the proportion (as a percentage) of BellSouth Fiber-to-the-Home Loops that were deployed between October 2, 2003 and the Present.

RESPONSE: BellSouth objects to Interrogatory No. 2-15-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has deployed zero Fiber-to-the-Home loops in Alabama between October 2, 2003 and the present. Between October 1, 2003 and December 31, 2003, BellSouth deployed Fiber-to-the-Curb (FTTC) to 300 living units in Alabama, which is less than 2% of the total FTTC served living units in Alabama.

ISSUE: What should BellSouth's obligations be with respect to line conditioning?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to its policy regarding the methods, procedures and functions that BellSouth is obligated to perform, or will perform, as part of line conditioning obligations under 47 C.F.R. 51.319(a)(1)(iii). If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-18(B)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioners' First Request for Production of Documents, Item No. 2-18(B)-1.

ISSUE: Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to policy regarding its obligations to perform line conditioning on loops longer than 18,000 feet. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-19-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' 1st Request for Production, Item No. 2-18(B)-1.

- ISSUE: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates, terms and conditions that apply to BellSouth's removal of bridged taps from loops. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 2-20-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth states that for UNEs, the cost of bridged tap removal is provided in element A.17.3. See BellSouth's TELRIC study filed in APSC Docket No. 27821 (March 20 & November 15, 2001 versions). The cost of bridged tap removal associated with element A.17.3 is excluded from the maintenance factors utilized in the UNE cost studies by excluding service order related expenses. For an explanation of this methodology, see Section 4, Plant Specific Expense Factor of the narrative of the aforementioned UNE filings.

ISSUE: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

REQUEST: Please identify and state the amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (*e.g.* a 3000-foot tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 2-20-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; *e.g.*, publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information and to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Interrogatory No. 2-20-1 and BellSouth's Response to Joint Petitioner's 1st Request for Production, Item No. 2-18(B)-1.

- ISSUE: Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contain the relevant provisions
- RESPONSE: BellSouth objects to Interrogatory No. 2-21(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' 1st Request for Production, Item No. 2-18(B)-1.

ISSUE: Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC can connect its loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions

RESPONSE: BellSouth objects to Interrogatory No. 2-22-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth refers the Joint Petitioners to Attachment 2 of BellSouth's Standard Interconnection Agreement, BellSouth's Unbundled Network Terminating Wire CLEC Information Package, and the BellSouth Network Interface Device CLEC Information Package posted on the BellSouth Interconnection Services website at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf, http://www.interconnection.bellsouth.com/guides/unedocs/unb_netw_term_wire_pdf, and http://www.interconnection.bellsouth.com/guides/unedocs/nids_pdf and (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm)

ISSUE: Should the obligation to provide access to UNTW be limited to existing UNTW?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy for installing new UNTW or network terminating wire for itself.

RESPONSE: BellSouth objects to Interrogatory No. 2-23(C)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the requested information is irrelevant because how BellSouth installs UNTW for itself is not at issue in this arbitration.

Subject to and without waiving this objection, BellSouth refers the Joint Petitioners to Attachment 2 of the BellSouth's Standard Interconnection Agreement posted on the BellSouth Interconnection Services website at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf. This notwithstanding, the FCC paragraph 645 of the Triennial Review Order clarified that incumbent LECs, such as BellSouth, are not required to construct transmission facilities so that requesting carriers can access them as UNEs.

- ISSUE:** Should CLECs have to agree to language that requires them to “ensure” that a customer that has asked to switch service to CLEC is already no longer using another carrier’s service on that pair – or – will language obligating CLEC to use commercially reasonable efforts to access only an “available pair” suffice?
- REQUEST:** Please identify the methods, procedures, systems and databases that BellSouth uses to ensure that a customer who has asked to switch service from one service provider to another is no longer obtaining BellSouth’s service, or another carrier’s service, on that pair.
- RESPONSE:** BellSouth objects to Interrogatory No. 2-23(D)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners’ request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents because BellSouth has no way of ensuring that a CLEC will not utilize an already occupied pair.

ISSUE: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

REQUEST: Please identify BellSouth's policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

RESPONSE: BellSouth objects to Interrogatory No. 2-24-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see BellSouth's Response to the Joint Petitioners' First Production of Documents, Item No. 2-5(C)-3 and the attached documents.

ISSUE: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether and how BellSouth will provide Loop Makeup information to a CLEC regarding a loop controlled by another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-25-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, BellSouth objects to this request to the extent it requires the disclosure of CPNI.

Subject to and without waiving the foregoing objections, BellSouth states that the following documents are available on the internet.

BellSouth Standard Interconnection Agreement, Version 3Q03 (see Section 2.9), may be found on the Interconnection website at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

RESPONSE (CONT.):

Final User Requirements, R7.0 (7/29/00) – *Mechanization of Loop Make-Up for xDSLs – ENC7762.doc*

Final User Requirements, R9.0.1 (01/27/01) – *Additional Information for Mechanized Loop Makeup – ENC10533.doc*

Final User Requirements, R10.3 (01/05/02) – *Letter of Authorization (LOA) for Loop Make-up (LMU) – ENC15069.doc* can be found on the Interconnection website at http://www.interconnection.bellsouth.com/markets/lcc/ccp_secure/ccp_ccm_rel10.3.html This web page is secure, however, the participating CLECs should have the passwords.

TAG User Guide (requires login/password for valid TAG user) - www.interconnection.bellsouth.com/oss/tag/tag_info.html This web page is secure, however, the participating CLECs should have the passwords.

Manual Loop Makeup (LMU) CLEC Pre-Ordering and Ordering Guide (Version 3, February 1, 2002) - <http://www.interconnection.bellsouth.com/guides/html/bpobr.html>

D/CLEC Pre-Ordering and Ordering Guide For Electronic Loop Makeup (LMU) (Version 5, August 1, 2002) - <http://www.interconnection.bellsouth.com/guides/html/bpobr.html>

BellSouth LMU CLEC Information Package (Version 2, 12/20/02) - <http://www.interconnection.bellsouth.com/guides/html/unes.html>

Local Ordering Handbook (LOH) – Release 15.0 / Version 15.0A, Section 2: Pre-Ordering - <http://www.interconnection.bellsouth.com/guides/html/leo.html>

BellSouth EDI Specifications Guide ELMS6 Pre-Order and Firm Order Query/Response and *BellSouth EDI Specifications Guide TCIF Issue 9 Pre-Order and Firm Order Query/Response* - <http://www.interconnection.bellsouth.com/guides/html/bpobr.html>

RESPONSE (CONT.):

LOA CLEC Information Package for Line Splitting -
<http://interconnection.bellsouth.com/guides/unedocs/loa.pdf>

LENS User Guide -
http://www.interconnection.bellsouth.com/guides/lens_tafi/pdf/glens001.pdf
(Sections 3.11, 3.12, 3.13, and 16.2 explain in detail how CLECs may use LENS for obtaining loop makeup information)

ICE Carrier Notification Letter -
http://www.interconnection.bellsouth.com/notifications/carrier/carrier_pdf/91083411.pdf

ICE User Guide (online access requires login/password for valid ICE User) -
https://ice.bellsouth.com/ICE_LOGON.ASP

The following documents are not available on the internet and are attached to BellSouth's Response to Joint Petitioners' 1st Request for Production, Item No. 2-25-1.

Final User Requirements, R7.0 (7/29/00) – *Mechanization of Loop Make-Up for xDSLs – ENC7762.doc*

Final User Requirements, R9.0.1 (01/27/01) – *Additional Information for Mechanized Loop Makeup – ENC10533.doc*

ICE Overview dated July 2003

ICE Work Around Processing of LSRs

ICE User Guide Version 1.1

ICE Web Site Application Map & Web Page Descriptors

ISSUE: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether and how BellSouth must obtain an LOA (Letter of Authorization) prior to its being able to access Loop Makeup information for a loop controlled by another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-25-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth states that there are no responsive documents. BellSouth does not obtain detailed Loop Makeup information for a loop controlled by another carrier and thus does not obtain an LOA.

- ISSUE: In cases where CLEC purchases UNEs from BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Authority?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will provide, or agrees to provide, DSL services of any kind to the End Users of a CLEC served via UNEs purchased from BellSouth. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 2-28(A)-1 on the grounds that it is vague and ambiguous because the phrase "DSL service" is not defined. BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of DSL service, which is not a telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE: Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 2-28(B)-1 on the grounds that it is vague and ambiguous because the phrase "DSL service" is not defined. BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of DSL service, which is not a telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE: Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures, systems and databases that BellSouth uses to convert a circuit to a high capacity EEL and the time period in which it will do so. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 2-31-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the BellSouth's LOH – Local Ordering Handbook, Section 8: Interval Guide which is available at the following URL link: <http://www.interconnection.bellsouth.com/guides/html/leo.html#bbrlo>. Additionally see BellSouth's response to Joint Petitioner's 1st Request for Production, Item Nos. 2-4 and 2-5.

ISSUE: How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the circumstances under which BellSouth will request an audit of a CLEC's records to verify compliance with the high capacity EEL service eligibility criteria. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-33(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioner's First Request for Production of Documents, Item No. 2-33(A)-1.

- ISSUE: What terms should govern CLEC access to test and splice Dark Fiber Transport?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which a CLEC may access and test Dark Fiber Transport, including the points on the transport facility that may be accessed for testing. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions
- RESPONSE: BellSouth objects to Interrogatory No. 2-37-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the following information is responsive to this request:

- UDT Service Rearrangement [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-5(C)-3]
- Outside Plant and Engineering (OSP&E) Guidelines for Unbundled Dark Fiber, RL 03-07-10BT [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]

RESPONSE: (continued)

- Construction Guidelines[See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]
- Unbundled Dedicated Transport – Unbundled Dark Fiber CLEC Information Package which may be found on the Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unes.html>

ISSUE: What terms should govern CLEC access to test and splice Dark Fiber Transport?

REQUEST: Please identify BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

RESPONSE: BellSouth objects to Interrogatory No. 2-37-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Additionally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, the following information is responsive to this request:

- UDT Service Rearrangement [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-5(C)-3]
- Outside Plant and Engineering (OSP&E) Guidelines for Unbundled Dark Fiber, RL 03-07-10BT [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]
- Construction Guidelines[See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]
- Unbundled Dedicated Transport – Unbundled Dark Fiber CLEC Information Package which may be found on the Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unes.html>

- ISSUE:** Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?
- REQUEST:** Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's obligation to provide signaling link transport and SS7-based interconnection in accordance with Section 251(c)(2) of the Act. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE:** BellSouth objects to Interrogatory No. 2-38-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, BellSouth objects to the extent the request imposes an obligation on BellSouth that is not supported by applicable law.

Subject to and without waiving the foregoing objections, BellSouth states that with the exception of the documents which are available on the following websites: http://cpr.bellsouth.com/clec/docs/all_states/index7.htm and <http://www.bellsouth.com/tariffs/>, BellSouth does not have any documents that are responsive to this request.

- ISSUE: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 2-39-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non-telecommunications service and thus outside the scope of a Section 251 arbitration.

ISSUE: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-39-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non-telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 2-39-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non-telecommunications service and thus outside the scope of a Section 251 arbitration.

ISSUE: Should LIDB charges be subject to application of jurisdictional factors?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-40-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the Standard Interconnection Agreement, which is available at the following URL link:

http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf
f. Additionally see documents provided in BellSouth's response to Joint Petitioner's First Request for Production of Documents, Item No. 2-40-1

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 2-41-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the request is irrelevant because there is no issue in this proceeding regarding "the terms under which BellSouth grants OSS access to CLECs."

Subject to and without waiving the foregoing objections, BellSouth states that a discussion of its obligation to provide access to its OSS is contained in its interconnection agreements with CLECs. These interconnection agreements are available at a public web site:

http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

RESPONSE (CONT.):

BellSouth's standard interconnection agreement is located at http://interconnection.bellsouth.com/become_a_clec/html/ics_agreement.html. The sections pertaining to access to OSS are Sections 6 (pre-ordering, ordering and provisioning, maintenance and repair, and billing) and 7 (billing) are responsive.

BellSouth also refers to the many 271 filings by BellSouth and the other ILECs that discuss and explain the ILECs' obligation to provide access to their OSS. Information about these applications and the related orders is located at http://www.fcc.gov/Bureaus/Common_Carrier/in-region_applications/. The table below includes hyperlinks to the information and orders (if issued – some of applications were withdrawn).

State	Filed by:	Status	Date Filed	Date Resolved
<u>AZ</u>	Qwest	Approved	9/4/03	12/03/03
<u>IL, IN, OH, WI</u>	SBC	Approved	7/17/03	10/15/03
<u>Michigan</u>	SBC	Approved	6/19/03	Due By 9/17/03
<u>MN</u>	Qwest	Approved	2/28/03	06/26/03
<u>Michigan</u>	SBC	Withdrawn	1/15/03	04/16/03
<u>NM, OR & SD</u>	Qwest	Approved	1/15/03	04/15/03
<u>Nevada</u>	SBC	Approved	1/14/03	04/14/03
<u>DC, MD, WV</u>	Verizon	Approved	12/18/02	03/19/03
<u>CO, ID, IA, MT, NE, ND, UT, WA, & WY</u>	QWEST	Approved	09/30/02	12/23/02
<u>California</u>	SBC	Approved	09/20/02	12/19/02
<u>FL, TN</u>	BellSouth	Approved	09/20/02	12/19/02
<u>Virginia</u>	Verizon	Approved	08/01/02	10/30/02
<u>MT, UT, WA, & WY</u>	QWEST	Withdrawn	07/12/02	09/10/02

RESPONSE (CONT.):

<u>NH, DE</u>	Verizon	Approved	06/27/02	09/25/02
<u>AL, KY, MS, NC, SC</u>	BellSouth	Approved	06/20/02	09/18/02
<u>CO, ID, IA, NE, & ND</u>	QWEST	Withdrawn	06/13/02	09/10/02
<u>New Jersey</u>	Verizon	Approved	03/26/02	06/24/02
<u>Maine</u>	Verizon	Approved	3/21/02	6/19/02
<u>Georgia/Louisiana</u>	BellSouth	Approved	2/14/02	5/15/02
<u>Vermont</u>	Verizon	Approved	1/17/02	4/17/02
<u>New Jersey</u>	Verizon	Withdrawn	12/20/01	3/20/02
<u>Rhode Island</u>	Verizon	Approved	11/26/01	2/24/02
<u>Georgia/Louisiana</u>	BellSouth	Withdrawn	10/02/01	12/20/01
<u>Arkansas/Missouri</u>	SBC	Approved	08/20/01	11/16/01
<u>Pennsylvania</u>	Verizon	Approved	6/21/01	9/19/01
<u>Connecticut</u>	Verizon	Approved	4/23/01	7/20/01
<u>Missouri</u>	SBC	Withdrawn	4/4/01	6/7/01
<u>Massachusetts</u>	Verizon	Approved	1/16/01	4/16/01
<u>Kansas/Oklahoma</u>	SBC	Approved	10/26/00	1/22/01
<u>Massachusetts</u>	Verizon	Withdrawn	9/22/00	12/18/00
<u>Texas</u>	SBC	Approved	4/5/00	6/30/00
<u>Texas</u>	SBC	Withdrawn	1/10/00	4/05/00
<u>New York</u>	Verizon	Approved	9/29/99	12/22/99
<u>Louisiana</u>	BellSouth	Denied	7/9/98	10/13/98
<u>Louisiana</u>	BellSouth	Denied	11/6/97	2/4/98
<u>South Carolina</u>	BellSouth	Denied	9/30/97	12/24/97
<u>Michigan</u>	Ameritech	Denied	5/21/97	8/19/97
<u>Oklahoma</u>	SBC	Denied	4/11/97	6/26/97
<u>Michigan</u>	Ameritech	Withdrawn	1/02/97	2/11/97

In 2002, the FCC found three times that BellSouth provides nondiscriminatory access to its OSS. Because the FCC's orders discuss and explain BellSouth's obligation to provide access to its OSS, BellSouth refers to these orders. The three orders granting BellSouth's 271 relief are located at the FCC's web site (see the table below).

RESPONSE (CONT.):

States	The FCC's Orders
Georgia and Louisiana	http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-02-147A1.pdf
Alabama, Kentucky, Mississippi, North Carolina, South Carolina	http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-02-260A1.pdf
Florida and Tennessee	http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-02-331A1.pdf

Before taking its 271 cases to the FCC, BellSouth received approval from all nine state commissions in its region. BellSouth also refers to these state commissions' orders or opinions, which are available on the internet or as described below.

State	State Commission's or Authority's Order or Opinion
Alabama	http://www.psc.state.al.us/25835jul.pdf
Georgia	ftp://www.psc.state.ga.us/6863/50945.doc
Florida	http://www.psc.state.fl.us/psc/dockets/index.cfm?event=documentFilings&documentNumber=10266-02&requestTimeout=240 And http://www.psc.state.fl.us/psc/dockets/index.cfm?event=documentFilings&documentNumber=10267-02&requestTimeout=240
Kentucky	http://psc.ky.gov/order_vault/2002_Orders/2002_By_Month/04_April/200100105_042602.doc
Louisiana	Go to http://www.lpsc.org/ , then click on "document access." Sign in as a guest user (click the Guest sign in link). Click on "find orders by content and/or order number." Type "271" (no quotes) in the "contains all" box. Click on "search." Select the file with the name 003704876 (it is in Docket U-22252-E and has a 99.97% ranking).
Mississippi	The Final Order by the Mississippi PSC in Docket no. 97-AD-321 does not seem to be posted at the PSC's web site, however it was posted at BellSouth's public internet site as part of BellSouth's filing at the FCC: http://bellsouthcorp.com/policy/271/south/ms/appendixc/Tab_0014.pdf?PROACTIVE_ID=cecefc6cfcfc6c7c5cefcfcfc5cecebcaac8c7cdcbcbc5cf .

RESPONSE (CONT.):

North Carolina	Part 1: http://www.ncuc.commerce.state.nc.us/selorder/271part1.pdf Part 2: http://www.ncuc.commerce.state.nc.us/selorder/271part2.pdf
South Carolina	The Final Order by the South Carolina PSC in Docket no. 2001-209-C does not seem to be posted at the PSC's web site, however it is available at http://www.utilityregulation.com/index.cfm at http://www.utilityregulation.com/content/orders/02SC2002-0077.pdf .
Tennessee	http://www.state.tn.us/tra/orders/1999/9700309358.pdf

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Identify any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

RESPONSE: BellSouth objects to Interrogatory No. 2-41-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, BellSouth objects to this request on the grounds that it is vague and ambiguous as the phrase "FCC and Commission rules" is not defined. Without knowing what rules Joint Petitioners are referring to, BellSouth cannot provide a response.

Subject to and without waiving the foregoing objections, BellSouth does not have any responsive documents.

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Identify and describe every type of information about a loop that BellSouth can obtain for itself.

RESPONSE: BellSouth objects to Interrogatory No. 2-41-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the requested information is irrelevant because the information that BellSouth obtains regarding loops is not relevant to any issue in this proceeding. Finally, BellSouth objects to the extent responding to this request requires the disclosure of confidential and proprietary information.

ISSUE: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-1-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not have any documents related to a policy regarding the method of interconnection by which a CLEC may interconnect to BellSouth's switch within the same Serving Wire Center. However, BellSouth's position is a CLEC may interconnect with BellSouth's switch via any technically feasible method.

ISSUE: What is the definition of a global outage?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage." If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-2(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Appendix C of the Operational Understanding at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

- ISSUE:** Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?
- REQUEST:** Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE:** BellSouth objects to Interrogatory No. 3-2(B)-1 on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. The FCC as well as this Commission has held that BellSouth provides competitors with nondiscriminatory access to its OSS and that BellSouth need not mechanize all of its preordering and ordering functions in order to provide nondiscriminatory access. Thus, any information regarding BellSouth's retail services is irrelevant to this proceeding. Moreover, BellSouth objects on the grounds that it is vague and ambiguous as the phrase "network facilities" is not defined.

ISSUE: Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

REQUEST: Please identify and explain the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.

RESPONSE: BellSouth objects to Interrogatory No. 3-2(B)-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

ISSUE: What target interval should apply for the delivery of such reports?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide or will provide a written root cause analysis report in the event of a trunk group outage. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-2(1)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section 1.4, Installation & Maintenance of BellSouth's Guide to Interconnection at http://interconnection.bellsouth.com/guides/leo/html/gctic001/c1_4.htm

ISSUE: What target interval should apply for reports related to global outages?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a trunk group outage. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-2(C)(2)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section 1.4, Installation & Maintenance of BellSouth's Guide to Interconnection at http://interconnection.bellsouth.com/guides/leo/html/gctic001/c1_4.htm

ISSUE: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-3-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

- ISSUE:** Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?
- REQUEST:** Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE:** BellSouth objects to Interrogatory No. 3-4-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, information responsive to this request can be found in the Standard Interconnection Agreement, Attachment 3 ¶ 7.6.2, which is available at the following URL link: http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-5-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth's Jurisdictional Factors Reporting Guide is available at <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>

- ISSUE:** Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST:** Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE:** BellSouth objects to Interrogatory No. 3-6-1 insofar as the request is vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of this request.

Subject to this objection and without waiving this objection, BellSouth is unsure of the information being requested. If the request is to identify the TIC rate that is charged to each of the CLECs with whom BellSouth is interconnected, please see http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf. In addition, prior to November 2003, BellSouth charged a TIC rate of \$0.0015 per minute of use. In November 2003, BellSouth raised this rate to \$0.0025; however, BellSouth is only seeking the \$0.0015 rate in this agreement. See also BellSouth's Response to Joint Petitioner's 1st Request for Production of Documents, Item 3-6-1.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: The TIC rate proposed by BellSouth to the CLECs is \$0.0015 per MOU. BellSouth is not required by the Telecommunications Act of 1996 to provide the transiting function and, thus, the TIC rate was not developed using the TELRIC methodology of forward-looking cost-based rates. Transit Traffic is an alternative to direct interconnection and a market based service and, thus, the TIC rate was developed as a market based additive. As a result, BellSouth costs are not relevant to this proceeding and BellSouth objects to producing any cost information regarding the TIC rate.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Please identify each distinct TIC rate charged by BellSouth to interconnecting carriers?
- RESPONSE: BellSouth objects to Interrogatory No. 3-6-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

As a result, BellSouth costs are not relevant to this proceeding and BellSouth objects to producing any cost information regarding the TIC rate.

ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

REQUEST: Please identify the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover?

RESPONSE: The TIC rate proposed by BellSouth to the CLECs is \$0.0015 per MOU. BellSouth is not required by the Telecommunications Act of 1996 to provide the transiting function and, thus, the TIC rate was not developed using the TELRIC methodology of forward-looking cost-based rates. Transit Traffic is an alternative to direct interconnection and a market based service and, thus, the TIC rate was developed as a market based additive. As a result, BellSouth's costs that the TIC rate is designed to recover is not relevant.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Please identify the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement that is attributable to unduplicated cost recovery and that which represents profit.
- RESPONSE: BellSouth objects to Interrogatory No. 3-6-5 on the grounds that it is vague, ambiguous, and unintelligible. Without clarification, BellSouth is unable to provide a response. Regarding the request to produce cost information, BellSouth further objects on the grounds that it requires the disclosure of confidential and proprietary cost information and to the extent that providing a response imposes an obligation on BellSouth that does not exist under the law. Additionally, BellSouth objects to this request on the grounds that the TIC rate is a market-based rate thus is irrelevant to the issues in this docket.

ISSUE: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-7-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the policy regarding the information that a CLEC must provide in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-7-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-7-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-10(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. It is not technically feasible to interconnect its switches at the OCn-level because present-day switch interfaces are not capable of accommodating OCn-level transmission. BellSouth should not be required to incur additional costs to purchase and operate multiplexing equipment on CLECs' behalf in order to de-multiplex OCn-level transmission facilities down to the DS-1 level required to interface with BellSouth's present-day switches.

ISSUE: What should those rates be?

REQUEST: Please identify and state the amount of all costs that BellSouth incurs in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 3-10(B)-1 to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, the United States Court of Appeals decision of March 2, 2004 ruled that OC-level interconnection was not required as a UNE. However, see the following cost elements in BellSouth's TELRIC study filed in APSC Docket No. 27821 (March 20 & November 15, 2001 versions):

OC-N Local Channel Elements (D.5.10; D.5.11, D.5.13; D.5.14; D.5.16; D.5.17; and D.5.19)

OC-N Local Loop Elements (A.16.4; A.16.5; A.16.7; A.16.8; A.16.10; A.16.11; and A.16.13)

OC-N InterOffice Facility Elements (D.7; D.8 and D.9)

ISSUE: What rates should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

REQUEST: Please identify any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

RESPONSE: The following is a non-inclusive list of trunks/facilities that are not set forth in Exhibit A of the Attachment 3 and would be charged from the BellSouth Access Services Tariff:

- Feature Group A
- Feature Group B
- Feature Group C
- Feature Group D
- BellSouth Dedicated Ring rate elements (Customer Nodes, etc.)

ISSUE: Should the cost of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-13-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's Standard Interconnection Agreement which is publicly available at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Should the cost of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 3-13-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request.

ISSUE: What definition of "Cross Connect" should be included in the Agreement?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth defines, discusses, or agrees to the definition of, the term "Cross Connect." If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-1-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioner's First Request for Production, Item No. 4-1-1.

ISSUE: What definition of "Cross Connect" should be included in the Agreement?

REQUEST: Please identify facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered "Cross Connects," under BellSouth's proposed definition, and state the rate applicable to each such facility.

RESPONSE: BellSouth objects to Interrogatory No. 4-1-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth is not aware of any configuration where CLEC facilities are interconnected with BellSouth facilities without the use of cross-connections.

- ISSUE:** With respect to interference and impairment issues raised outside of the scope of FCC Rule 51-233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?
- REQUEST:** Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE:** BellSouth objects to Interrogatory No. 4-2-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to the extent the request imposes an obligation on BellSouth that is not supported by applicable law.

Subject to and without waiving the foregoing objections, see BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Where grandfathering is appropriate, which rates should apply?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-3-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: What rates should apply for BellSouth-supplied DC power?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-6-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the Standard Interconnection Agreement, Attachment 4-Central Office and Attachment 4-Collocation Rates, which is available at the following URL link:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: What rates should apply for BellSouth-supplied DC power?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-6-2 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not currently charge non-recurring rates for BellSouth-supplied DC power in Alabama.

ISSUE: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-7-1 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, information responsive to this request can be found in the Standard Interconnection Agreement, Attachment 4-Central Office and Attachment 4-Collocation Rates, which is available at the following URL link:

http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-7-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not currently charge non-recurring rates for fused amp billing arrangements for power in Alabama.

ISSUE: Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-8(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not offer a power usage metering option in Alabama.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-8(B)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not offer a power usage metering arrangement in Alabama.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring are or should be applied to CLECs for power under power usage metering arrangements. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 4-8(B)-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not offer a power usage metering arrangement in Alabama.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Please provide all information about the manner in which BellSouth apportions the costs of provisioning DC power into the category of recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 4-8(B)-3 to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, this request is vague in that it could apply to UNEs or retail services.

BellSouth does not have a specific TELRIC study for Alabama for the provisioning of DC power. However, the cost of DC power is one component of element H.1.8 in BellSouth's TELRIC study filed in APSC Docket No. 27821 (March 20 & November 15, 2001 versions).

- ISSUE: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?
- REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 4-9-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not offer a power usage metering option in Alabama.

ISSUE: Should payment history be included in the CSR?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 6-1-1 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to the extent this interrogatory requires the disclosure of CPNI.

Subject to this objection and without waiving this objection, see BellSouth's response to Joint Petitioner's 1st Request for Production of Documents, Item No. 6-1-1.

ISSUE: What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth does not have a written policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information. BellSouth's policy is that unauthorized access to CSR information is improper and BellSouth will investigate any and all suspected instances of improper use.

ISSUE: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

REQUEST: Please identify all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

RESPONSE: The Flow-Through Matrix provides detailed information about the services and UNEs that can be ordered and which interfaces may be used, and includes whether the process is currently fully electronic (i.e., flows through), partial electronic, or manual (that is, for which there is not electronic ordering).

The Flow-Through Matrix is publicly-available at <http://pmap.bellsouth.com/content/documentation.aspx>. (If you are prompted to accept a digital certificate, please click "yes.")

The *Local Ordering Handbook* ("LOH") also contains information about how UNEs and services may be ordered, particularly Section 3. The LOH is publicly-available at <http://www.interconnection.bellsouth.com/guides/html/leo.html>.

ISSUE: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

REQUEST: Please identify all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

RESPONSE: BellSouth objects to Interrogatory No. 6-4-2 on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. The FCC as well as this Commission has held that BellSouth provides competitors with nondiscriminatory access to its OSS and that BellSouth need not mechanize all of its preordering and ordering functions in order to provide nondiscriminatory access. Thus, any information regarding BellSouth's retail services is irrelevant to this proceeding. Moreover, BellSouth objects on the grounds that it is vague and ambiguous as the phrase "network facilities" is not defined.

ISSUE: What rate should apply for Service Date Advancement (a/k/a service expedites)?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or "service expedites") requested by CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 6-5-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

BellSouth also objects on the grounds of attorney-client privilege and/or work-product doctrine.

Subject to and without waiving the foregoing objections, responsive documents are attached. Also see Section 1.2 of the BellSouth Interconnection Guide at <http://interconnection.bellsouth.com/guides/leo/html/gctic001/titlepg.htm>

ISSUE: What rate should apply for Service Date Advancement (a/k/a service expedites)?

REQUEST: Please identify and state the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or "service expedite"). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 6-5-2 to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, BellSouth's Service Date Advancement (or "service expedite") charge is an alternative to direct interconnection and a market based service and, thus, the Service Date Advancement rate was developed as a market based additive and there is no TELRIC cost study for this service.. Furthermore, BellSouth's costs regarding this service are not relevant to this proceeding and BellSouth objects to producing any information.

ISSUE: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 6-8-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

REQUEST: Please identify and explain all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

RESPONSE: BellSouth objects to Interrogatory No. 6-8-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. Moreover, this interrogatory calls for BellSouth to provide information for all circuit performance and maintenance history for its retail operations. BellSouth utilizes two systems, the Loop Maintenance Operations System ("LMOS") and the Work Force Administration ("WFA"), to maintain maintenance records for both its retail and wholesale circuits. No distinction is made in LMOS or WFA between the maintenance records related to BellSouth's retail customer versus the maintenance records related to BellSouth's wholesale customers. Accordingly, compiling the information requested by the Joint Petitioners' would be oppressive and overly burdensome. In addition, BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Further, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. The interrogatory is also irrelevant for the additional reason that BellSouth's retail operations are not relevant to any issue in the proceeding, especially in light of this Commission's and the FCC's finding that BellSouth provides nondiscriminatory access to its OSS. Finally, BellSouth objects to this request to the extent it requires the disclosure of CPNI.

- ISSUE: Should charges for substantially similar OSS functions performed by the parties be reciprocal?
- REQUEST: Please identify and explain all orders and requests (e.g., requests for Customer Service Records and requests to switch over or "port" a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.
- RESPONSE: BellSouth objects to Interrogatory No. 6-9-1 on the grounds that it is vague, ambiguous, and unintelligible. Without clarifying information, BellSouth is unable to provide a response.

- ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 6-10(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's First Request for Production, Item No. 6-10(A)-1.

ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 6-10(A)-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

RESPONSE: (continued)

Subject to and without waiving the foregoing objections, see BellSouth's response to Item No. 6-10(A)-1.

- ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer's changing its PIC associated with toll services of any kind. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 6-10(A)-3 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Item No. 6-10(A)-1.

- ISSUE: Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory No. 6-11(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

RESPONSE: (continued)

Subject to and without waiving the foregoing objections, responsive documents are attached. Furthermore, the following document is also responsive to this request:

- CLEC to CLEC Conversion for Unbundled Loops - CLEC Information Package which may be found on the Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unes.html>

ISSUE: Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

REQUEST: Please identify and describe all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.

RESPONSE: BellSouth objects to Interrogatory No. 6-11(A)-2 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents because no CLEC has requested a mass migration of customers.

- ISSUE: Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST: Please identify and summarize (including the date, location, precipitating event, and any resolution or disposition) all instances in which BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.
- RESPONSE: BellSouth objects to Interrogatory No. 6-11(A)-3 on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Complaints filed by other carriers regarding the mass migration of customers are not relevant to the specific issues in this proceeding. BellSouth also objects on the grounds that the interrogatory is unintelligible and on the grounds that it requires BellSouth to create documents, which is in violation of the Rules of Civil Procedure.
- Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: If so, what rates should apply?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 6-11(B)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' Request for Production, Item No. 6-11(A)-1.

ISSUE: What should be the interval for such mass migrations of services?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 6-11(C)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' Request for Production, Item No. 6-11(A)-1.

ISSUE: Should there be a time limit on the parties' ability to engage in backbilling?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 7-1-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth is unaware of any document that discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to backbilling under an interconnection agreement. BellSouth's policy is to backbill CLECs pursuant to the terms provided in interconnection agreements, which are publicly available at (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm).

- ISSUE: What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?
- REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.
- RESPONSE: BellSouth objects to Interrogatory no. 7-2(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioner's First Set of Interrogatories, Item No. 7-2(A)-2.

ISSUE: What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

REQUEST: Please identify and state the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to Interrogatory No. 7-2(A)-2 to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, Cost Studies and supporting documents are provided on the enclosed CD-Rom for the following:

Transfer of Ownership-Records Change
Transfer of Ownership-Transport
Transfer of Ownership-Transport-Project Managed
CLEC-to-CLEC Conversion

These documents contain proprietary information and are subject to the provisions of the nondisclosure agreement executed by the Joint Petitioners'.

ISSUE: What intervals should apply to such changes?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: Below are the nonexclusive methods, procedures, systems and databases that BellSouth uses in order to perform a records change to reflect a change in corporate name or other LEC identifiers.

- Application for Telephone Number Load Administration and Selection (ATLAS)
- Business Office CABS (BOCABS)
- Carrier Access Billing System (CABS) Account Database
- CABS Rate Product Catalog
- CABS Factor Table
- CBO Table
- Corporate Facilities Database (CFD)
- Central Office Features File Interface (COFFI)
- Circuit Provisioning Group (CPG)
- Circuit Provisioning Status System – Trouble Administration (CPSS-TA)
- Distributed Support Application (DSAP)
- Electronic Communications Trouble Administration (ECTA)
- Electronic Data Interchange (EDI)
- Facility Assignment and Control System (FACS)
- GAC/ACNA Table
- Hands-Off Assignment Logic System (HAL)
- LNP Automation (LAUTO)
- Local Exchange Navigation System (LENS)

RESPONSE: (continued)

- Local Exchange Ordering System (LEO)
- Local Exchange Service Order Generator (LESOG)
- Local Facility Assignment & Control System (LFACS)
- Loop Maintenance Operations System (LMOS)
- LNP Gateway
- Local Service Request Router (LSRR)
- MARCH
- Mechanized Loop Testing (MLT)
- Order Manager (OM)
- Operational Support Systems (OSS)
- Programmable Rules Engine (PRE)
- Predictor
- Product/Service Inventory Management System (P/SIMS)
- Regional Street Address Guide (RSAG)
- ServiceGate® Gateway (SGG)
- Service Order Analysis & Control (SOAC)
- Service Order Communications System (SOCS)
- Trunk Integrated Records Keeping System (TIRKS)
- Trouble Analysis Facilitation Interface (TAFI)
- Telecommunications Access Gateway (TAG)
- Work Force Administration/Control (WFA/C)

ISSUE: What intervals should apply to such changes?

REQUEST: Please identify the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE: In an effort to be responsive, BellSouth has attempted to identify the methods, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers. However, this list may not be all-inclusive.

- Application for Telephone Number Load Administration and Selection (ATLAS)
- Business Office CABS (BOCABS)
- Carrier Access Billing System (CABS) Account Database
- CABS Rate Product Catalog
- CABS Factor Table
- CBO Table
- Corporate Facilities Database (CFD)
- Central Office Features File Interface (COFFI)
- Circuit Provisioning Group (CPG)
- Circuit Provisioning Status System – Trouble Administration (CPSS-TA)
- Distributed Support Application (DSAP)
- Electronic Communications Trouble Administration (ECTA)
- Electronic Data Interchange (EDI)
- Facility Assignment and Control System (FACS)
- GAC/ACNA Table
- Hands-Off Assignment Logic System (HAL)
- LNP Automation (LAUTO)
- Local Exchange Navigation System (LENS)
- Local Exchange Ordering System (LEO)
- Local Exchange Service Order Generator (LESOG)
- Local Facility Assignment & Control System (LFACS)
- Loop Maintenance Operations System (LMOS)

RESPONSE: (Con'd)

- LNP Gateway
- Local Service Request Router (LSRR)
- MARCH
- Mechanized Loop Testing (MLT)
- Order Manager (OM)
- Operational Support Systems (OSS)
- Programmable Rules Engine (PRE)
- Predictor
- Product/Service Inventory Management System (P/SIMS)
- Regional Street Address Guide (RSAG)
- ServiceGate® Gateway (SGG)
- Service Order Analysis & Control (SOAC)
- Service Order Communications System (SOCS)
- Trunk Integrated Records Keeping System (TIRKS)
- Trouble Analysis Facilitation Interface (TAFI)
- Telecommunications Access Gateway (TAG)
- Work Force Administration/Control (WFA/C)

ISSUE: When should payment of charges for service be due?

REQUEST: Please explain and describe the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

RESPONSE: There is no circumstance in which BellSouth would affix a bill issue date on a bill generated after that particular date.

ISSUE: When should payment of charges for service be due?

REQUEST: Please identify and summarize the what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

RESPONSE: BellSouth objects to Interrogatory No. 7-3-2 on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Information relating to BellSouth's payment and dispute of CLEC bills is irrelevant to any issue in this proceeding. Moreover, BellSouth objects on the grounds that the interrogatory is vague and ambiguous as the interrogatory contains instructions that are unintelligible.

Subject to this objection and without waiving this objection, and in an attempt to be responsive, BellSouth states the following with respect to the Bill Mailing procedures. There is no official documentation on each process. Following are the steps taken in the production and mailing of bills in the BBDC:

1. Files are received via MAINFRAME or IPW (depending on the media type).
2. When Confirmation is received the file has been verified, it is released to be created in the media type designated.
3. Reports showing the account numbers created in the file are used to verify the account has been created.
4. The account is packaged appropriately and mailed.
5. Production time for each file varies with size.

ISSUE: What interest rate should apply for late payments?

REQUEST: Please identify the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement. If the interest rate varies with respect to various facilities, UNEs or services, please identify the late payment interest rate applicable to each facility, UNE or service for which BellSouth will impose charges under the Agreement.

RESPONSE: Responsive information can be found in Section A2. of BellSouth's General Subscriber Services Tariff, Section B2. of BellSouth's Private Line Service Tariff and Section E2. of BellSouth's Access Services Tariff located at the following website:
www.interconnection.bellsouth.com.

ISSUE: What fee should be assessed for returned checks?

REQUEST: Please identify, in dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

RESPONSE: Responsive information can be found in Section A2. of BellSouth's General Subscriber Services Tariff, Section B2. of BellSouth's Private Line Service Tariff and Section E2. of BellSouth's Access Services Tariff located at the following website:
www.interconnection.bellsouth.com.

ISSUE: How many months of billing should be used to determine the maximum amount of the deposit?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 7-7-1 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to without waiving aforementioned objections, BellSouth is not aware of any responsive documents.

ISSUE: How many months of billing should be used to determine the maximum amount of the deposit?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months billing. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 7-7-2 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 7-8-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

ISSUE: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

REQUEST: Please state the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs. Include an explanation of assumptions used and the manner in which the figures presented were derived.

RESPONSE: BellSouth objects to Interrogatory No. 7-8-2 on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Information relating to BellSouth's payment and dispute of CLEC bills is irrelevant to any issue in this proceeding. Moreover, BellSouth objects on the grounds that the interrogatory is vague and ambiguous as the interrogatory contains instructions that are unintelligible.

ISSUE: Under what conditions may BellSouth seek additional security deposit from CLEC?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 7-11-1 on the grounds it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving this objection, BellSouth submits the following:

- Attachments 1 and 7 of the Bellsouth Standard Interconnection Agreement:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

RESPONSE (Cont'd):

- Section E2.4.1 of the Alabama Access Services Tariff.
- Chapter 5 of the BellSouth Startup Guide:
<http://www.interconnection.bellsouth.com/guides/activation/html/gstug001/index.htm>
- Interconnection Services Policy and Procedural Manual – 4/1/04

ISSUE: Under what conditions may BellSouth seek additional security deposit from CLEC?

REQUEST: Please identify and explain the "material change in circumstances" to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

RESPONSE: The "material change in circumstances" refers to an increase from current charges to a level that is below the level set at the customer's risk review. If it is determined that we need two months deposit, and the charges increase substantially, an additional deposit is required.
Material changes in circumstances include:

- a substantial increase in current charges on a deposit rated customer's account
- deteriorating financial condition
- news releases of fraud by company officers that could impact the credit risk
- slow payments to Bellsouth of billing minus disputes.
- Bond rating drops to below investment grade.

ISSUE: Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

REQUEST: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: BellSouth objects to Interrogatory No. 11-1(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the information requested can be found at the following website:
http://cpr.bellsouth.com/clec/docs/all_states/index7.html

ISSUE: If so, how should these costs be recovered?

REQUEST: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE: See BellSouth's response to Joint Petitioner's First Interrogatories, Item No. 11-1(A)-1.

**BEFORE THE
ALABAMA PUBLIC SERVICE COMMISSION**

In the Matter of)
)
Joint Petition for Arbitration of)
)
NewSouth Communications Corp.,)
KMC Telecom V, Inc., KMC Telecom III LLC, and)
Xspedius Communications, LLC on Behalf of its)
Operating Subsidiaries Xspedius Management Co.)
Switched Services, LLC, Xspedius Management Co.)
Of Birmingham, LLC, Xspedius Management Co.)
Of Mobile, LLC, and Xspedius Management Co.)
Of Montgomery, LLC)
)
Of an Interconnection Agreement with)
BellSouth Telecommunications, Inc.)
Pursuant to Section 252(b) of the)
Communications Act of 1934, as Amended)
)

Docket No. 29242

**BELLSOUTH TELECOMMUNICATIONS, INC.'S OBJECTIONS AND RESPONSES
TO THE JOINT PETITIONERS'
FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS**

BellSouth Telecommunications, Inc. ("BellSouth") hereby files the following Objections and Responses to NewSouth Communications Corp, NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC's ("Joint Petitioners") First Requests for Production of Documents, dated April 6, 2004.

GENERAL OBJECTIONS

1. BellSouth objects to the requests for production to the extent they seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests for production are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules. Specifically, the Joint Petitioners define BellSouth to include, in relevant part, "all divisions, subsidiaries,

parent(s), and affiliates” BellSouth will not be responding to discovery that seeks information from parent and affiliate companies.

2. BellSouth objects to the requests for production to the extent they are intended to apply to matters other than those subject to the jurisdiction of the Commission. BellSouth objects to such interrogatories as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. BellSouth objects to each and every request for production and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. BellSouth objects to each and every request for production insofar as the requests for production are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests for production. Any answers provided by BellSouth in response to the requests for production will be provided subject to, and without waiver of, the foregoing objection.

5. BellSouth objects to each and every request for production insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. BellSouth will attempt to note in its responses each instance where this objection applies.

6. BellSouth objects to providing information to the extent that such information is already a matter of public record before this or another state commission or federal regulatory agency; or is otherwise available as a matter of public record; e.g., is available on a publicly accessible website.

7. BellSouth objects to the Joint Petitioners' discovery requests, instructions and definitions, insofar as they seek to impose obligations on BellSouth that exceed the requirements of the Alabama Rules of Civil Procedure or Alabama Law. BellSouth will provide information responsive to the Joint Petitioners' discovery in the manner specified by this Commission.

8. BellSouth objects to each and every request for production, insofar as any of them are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. BellSouth is a large corporation with employees located in many different locations in Alabama and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

10. BellSouth objects to each and every request for production to the extent that the information requested constitutes "trade secrets". To the extent that the Joint Petitioners request proprietary confidential business information, BellSouth will make such information available in accordance with a protective agreement, subject to any other general or specific objections contained herein.

11. BellSouth also objects to any request for production to the extent that it seeks confidential information that BellSouth cannot disclose under the FCC's Customer Proprietary Network Information ("CPNI") rules, 47 CFR §64.2007 or under protective agreements with

CLECs to which BellSouth is a party. BellSouth will only provide CPNI and CLEC confidential information consistent with the FCC's rules and BellSouth-executed protective agreements.

12. BellSouth objects to any discovery request that seeks to obtain "all" of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by BellSouth in response to this discovery will be provided subject to, and without waiver of, the foregoing objection.

13. BellSouth also objects to Joint Petitioners' request for information from February 8, 1996 to the present as being irrelevant and not likely to lead to the discovery of admissible evidence as well as overly broad and burdensome.

Respectfully submitted this 17th day of May, 2004.



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ATTORNEYS FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

ISSUE: How should "End User" be defined?

REQUEST: Provide all documents identified in response to Interrogatory G-2-1, including documents in which BellSouth defines, discusses or agrees to the definition of the term "End User".

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth states that definitions for end user can be found in Section 2.6 of the F.C.C. Tariff No. 1, Section E2.6 in each state's access tariff, and the individual CLEC interconnection agreements, which are a matter of public record, and which can be found at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm and <http://www.bellsouth.com/tariffs/>, respectively.

ISSUE: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

REQUEST: Provide all documents identified in response to Interrogatory G-3-1, including documents in which BellSouth defines, explains, adopts or refers to a policy regarding its taking financial responsibility for its own actions causing, or contributing to, unbillable or uncollectible revenue.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (<http://www.bellsouth.com/tariffs/>). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth, upon information and belief, has no responsive documents.

ISSUE: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory G-3-2, regarding circumstances of which you are aware in which BellSouth incurred unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (<http://www.bellsouth.com/tariffs/>). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth, upon information and belief, has no responsive documents.

ISSUE: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

REQUEST: Provide all documents identified in response to Interrogatory G-4-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding limitations of liability in circumstances other than gross negligence or willful misconduct.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see BellSouth's interconnection agreements that are publicly available for review, BellSouth's F.C.C. Tariff No. 1, Section 2, and its state GSST, Private Line, and Access Service tariffs, Section A2, B2, and E2, respectively. This information can be found at <http://www.bellsouth.com/tariffs/> and http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

ISSUE: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

REQUEST: Provide all ICAs identified in response to Interrogatory G-4-2, including documents regarding limitation of liability terms that differ from those proposed by BellSouth in Section 10.4.1 of the General Terms and Conditions of the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see BellSouth's Interconnection website:

http://cpr.bellsouth.com/clec/docs/all_states/index7.htm, which contains all of BellSouth's Interconnection Agreements.

ISSUE: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

REQUEST: Provide all documents identified in response to Interrogatory G-5-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a CLEC's failure to include specific liability-eliminating terms in its tariffs and/or End User contracts.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents other than its interconnection agreements, BellSouth's F.C.C. Tariff No. 1, Section 2, and its state GSST, Private Line, and Access Service tariffs, Section A2, B2, and E2, respectively in which limitation of liability is addressed. This information can be found at <http://www.bellsouth.com/tariffs/> and http://cpr.bellsouth.com/clec/docs/all_states/index7.htm

- ISSUE: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?
- REQUEST: Provide all ICAs identified in response to Interrogatory G-5-2, including documents regarding liability-limiting terms in its tariffs and End User contracts and does not require that CLEC to indemnify BellSouth for End User claims.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm for any potential documents.

- ISSUE: What should the indemnification obligations of the parties be under this Agreement?
- REQUEST: Provide all documents identified in response to Interrogatory G-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth indemnification obligations under an Interconnection Agreement.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents other than its interconnection agreements that are available for review and BellSouth's F.C.C. Tariff No. 1, Section 2, and its state GSST, Private Line, and Access Service tariffs, Section A2, B2, and E2, respectively in which limitation of liability is addressed. This information can be found at <http://www.bellsouth.com/tariffs/> and http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

- ISSUE: What should the indemnification obligations of the parties be under this Agreement?
- REQUEST: Provide all ICAs identified in response to Interrogatory G-7-2, including documents regarding indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm for any potential documents.

- ISSUE: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?
- REQUEST: Provide all documents identified in response to Interrogatory G-8-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's use of a CLEC's name, service mark, logo and/or trademarks.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth Intellectual Property Management Corporation is not aware of any documents that directly discuss, explain, adopt or refer to a policy regarding BellSouth's use of a CLEC's name, service mark, logo and/or trademarks. However, the attached document provides excerpts from BellSouth internal notices, policies, announcements and employee communications which do address infringement and the use of third party intellectual property.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. G-8-1

**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. G-8-1**

(i) Taken from the BellSouth Intellectual Property intranet site:

**Copyrights
AVOIDING INFRINGEMENT:**

It is BellSouth's policy not to infringe the copyrights of others. Not only is copyright infringement illegal under U.S. Copyright Law, but also it is a violation of Company policy and could result in BellSouth having to pay substantial penalties.

Before you photocopy a document that is not owned by BellSouth, you should check with the Copyright Clearance Center ("CCC"). The CCC holds a blanket photocopy license to over a million and a half publications and BellSouth is a licensee.

After you have verified through the CCC that BellSouth has permission for its employees to photocopy a certain document, please remember that all copies are solely for internal use and not for distribution to third parties. BellSouth's license prohibits the following:

- the input or storage in any computer or device, or any part of a work, except for the sole purpose of making an identical copy,
- the creation of a database from any work or the production of any nonidentical work, and
- the copying of a work in its entirety.

(ii) Taken from the BellSouth Intellectual Property intranet site:

About Intellectual Property

AVOIDING INFRINGEMENT:

It is BellSouth's policy not to knowingly infringe the intellectual property rights of others.

Infringement can take many forms:

- mismanaging confidential or proprietary information
- copying material without permission
- using others' trademarks without a license
- using other's patented technology without a license

Not only is infringement a violation of BellSouth's internal policies, but it may also lead to BellSouth incurring criminal liability and associated damages

If you become aware of any possible infringement, either against BellSouth or against another company by a BellSouth employee, please contact BIPMAN immediately.

(iii) Taken from BellSouth's intranet site:

Hyperlinking Guidelines

Hypertext linking ("linking") is an important tool for creating useful content and accessing areas of interest in the on-line environment. Technology also enables the copying and transmission of information and content from one person to another or from one Web site to another. These guidelines should be consulted prior to (1) placing third party content on a BellSouth Web Site; (2) granting permission to a third party for the use of material found on a BellSouth Web Site (3) creating links to third party sites on the Internet; or (4) granting permission to third parties who wish to link their sites to the BellSouth Web Site.

I. Use of Third Party Names, Marks and Content

A. General Rule

As a general rule, do not create links to third party sites or download, upload, copy or transmit third party material in violation of these guidelines. Do not incorporate third party content into a BellSouth Web Site or create links to any third party site before conducting a review of such site including content on relevant pages, links on that page and pages to which they link. You must carefully review the terms and conditions posted on any site to which you seek to use or link and review the site using the checklist set forth in paragraph I.D below. If you discover content or other issues which appear to be problematic, you should not use the material or create the link.

B. Use of Third Party Content

You should assume that all third party materials which you wish to upload, download, transmit to a third party or use in any other manner which involves the creation of either a permanent or temporary copy on your computer or in the BellSouth server or network (with the exception of certain governmental materials) are copyrighted and are the property of someone else. Copyright is a form of protection available for all "original works of authorship" and includes, but is not limited to, almost every type of written work (both creative works such as novels and noncreative works such as manuals), music, photographs, computer software, pictorial, sculptural and graphic works, sound recordings, audiovisual works, and original factual works such as Yellow Pages directories and other compilations of information. Consequently, do not copy, distribute or display third party copyrighted materials without having obtained the prior written permission, licenses or consents that provide BellSouth with the necessary rights to use such materials on-line. Similarly, any content acquired from or developed by third parties for BellSouth must be obtained in writing and, in most cases, must be subject to written contract, approved by the Legal Department. Such contracts will both protect BellSouth and secure its right to use such material for their intended use in the on-line environment.

C Use of Third Party Names and Trademarks

Trademarks (and service marks) are words, names, slogans, symbols or designs used by a person or entity to identify and distinguish its goods and services from those of others. The use of another company's logo as a link on the BellSouth Web Site may subject BellSouth to trademark disputes and raise issues of whether such use constitutes the sponsoring, endorsing or advertising of access to such site. Therefore, third party names and marks may be used on a BellSouth Web Site only in a factual manner and not in any way which would suggest that the third party sponsors, endorses or is affiliated with BellSouth. Any questions with this regard should be directed to the BellSouth Trademark/Service Mark Manager or Legal.

(iv) Taken from BellSouth Functional Policy 4.1:

Intellectual Property of Others

It is the responsibility of every BellSouth employee not to infringe the patents, proprietary information (trade secrets), trademarks or copyrights of others. The Copyright Clearance Center (CCC) provides a list of limited copyrighted material that BellSouth has been licensed to use in the appropriate manner (From CCC Web Site, Select "Database of Works", "AAS"; then use the "Search" function).

(v) Taken from "BellSouth Brand Identity Guidelines - Naming and Trademarks":

Trademark infringement

It is BellSouth's policy to protect our marks, and not infringe on the marks of others.

- A mark is infringed if it, or a confusingly similar mark, is used on the same or similar goods or services.

Examples:

1. MICROBELL for telecommunication consulting infringes BELL.
2. BEL-Tronics for telephones infringes BELL and BELL SOUTH
3. THE CORRECT YELLOW PAGES for classified directories infringes THE REAL YELLOW PAGES.

- We conduct trademark searches before using a mark to ensure that we are not infringing the rights of others.

(vi) Taken from an article published in the NEWSOURCE, the BellSouth internal employee newsletter

What should you do before reproducing someone else's work?

Correctly answer the question to win an IP prize

Turning to the Sunday cartoons in the newspaper, Dilbert catches your eye. His pointy-haired boss always makes you laugh, and this week's comic strip is no exception. It was so funny, in fact, that you decide to cut it out and include it in a presentation later that week. It fits the presentation topic perfectly, and will be a decided hit with your audience.

After the presentation, a teammate excitedly pulls you aside. He's got an external presentation next week and wants a copy of the Dilbert cartoon. He's amazed, however, that you were able to use the cartoon, without violating its copyright protection. Did you check the Intellectual Property Web site regarding copyright infringement, he asks.

What should you do before reproducing another person's work to ensure that you don't infringe on its copyright protection?

Correctly answer, "What should you do," to be entered into a contest to win an IP prize. All entries must be received by 5 p.m. ET on Wednesday, May 21. Reply to this e-mail or send your answer to NewsSource@bellsouth.com.

Need a hint? Logon to the IP intranet site at <http://intelprop.bsc.bls.com/b1c.htm>. While at the IP site, review why IP is so important by accessing <http://intelprop.bsc.bls.com/a1.htm>.

ISSUE: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?

REQUEST: Provide all ICAs identified in response to Interrogatory G-8-2, including documents regarding BellSouth's use of the contracting CLEC's name, service mark, logo and/or trademarks.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

- ISSUE: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?
- REQUEST: Provide all documents identified in response to Interrogatory G-9-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the ability of a party to an agreement or ICA to take a dispute regarding that agreement or ICA to a court of law.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm

ISSUE: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

REQUEST: Provide all documents identified in response to Interrogatory G-9-2, including documents that identify (by caption, forum, case number and filing date) and describe (including the nature of the claims, procedural status, and any resolution reached) any and all complaints filed in a court of law regarding the terms, performance or enforcement of an ICA between BellSouth and a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of documents it would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the grounds that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. Complaints brought under the provisions of different ICAs involving different carriers and facts are not relevant to the specific arbitration herein.

- ISSUE: Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?
- REQUEST: Provide all documents identified in response to Interrogatory G-12-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the application of state and federal laws, rules, regulations and decisions in relation to the obligations set forth in an ICA.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (<http://www.bellsouth.com/tariffs/>). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth is not aware of documents that set forth a policy regarding the application of state and federal laws, rules, regulations, and decisions in relation to the obligations set forth in an ICA. However, please see the attached testimony (redacted) of John A. Ruscilli in Docket No. 28841 before the Alabama Public Service Commission where this issue was addressed.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. G-12-1

**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. G-12-1**

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BELLSOUTH TELECOMMUNICATIONS, INC.
TESTIMONY OF JOHN A RUSCILLI
BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION
DOCKET NO. 28841
MAY 6, 2003

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
BUSINESS ADDRESS.

A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director
– Policy Implementation and Regulatory Compliance for the nine-state
BellSouth region. My business address is 675 West Peachtree Street, Atlanta,
Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
AND EXPERIENCE.

A. I attended the University of Alabama in Birmingham where I earned a
Bachelor of Science Degree in 1979 and a Master of Business Administration
in 1982. After graduation I began employment with South Central Bell as an
Account Executive in Marketing, transferring to AT&T in 1983. I joined
BellSouth in late 1984 as an analyst in Market Research, and in late 1985
moved into the Pricing and Economics organization with various
responsibilities for business case analysis, tariffing, demand analysis and price

1 regulation. In July 1997, I became Director of Regulatory and Legislative
2 Affairs for BellSouth Long Distance, Inc., with responsibilities that included
3 obtaining the necessary certificates of public convenience and necessity,
4 testifying, Federal Communications Commission ("FCC") and state regulatory
5 support, federal and state compliance reporting and tariffing for all 50 states
6 and the FCC. I assumed my current position in July 2000.

7
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9
10 A. The purpose of my testimony is to present BellSouth's position on the
11 unresolved policy issues in the arbitration between BellSouth and
12 ITC^DeltaCom Communications, Inc. ("DeltaCom") and to explain why the
13 Alabama Public Service Commission ("Commission") should rule in
14 BellSouth's favor on these issues. BellSouth formally requested negotiations
15 regarding an interconnection agreement with DeltaCom on April 12, 2002.
16 BellSouth and DeltaCom negotiated in good faith and resolved many of the
17 issues raised during the negotiations. DeltaCom raised 71 issues with multiple
18 sub-issues in its Petition for Arbitration (the "Petition") filed with the
19 Commission on February 7, 2003. Since the DeltaCom Petition was filed, the
20 parties have reached agreement as to Issues 3, 4, 5, 7, 8(b), 10, 11(c), 12, 13(a),
21 14, 16, 17, 19, 20(a), 22, 28, 32, 35, 38, 43, 48, 49, 52, 65(a), 68 and 71. My
22 testimony addresses Issues 1-2, 11(a-b), 15, 24-25, 27, 39-42, 44-47, 51, 53-56,
23 and 58-65(b).

24
25 *Issue 1: Term of the Agreement (GTC – Section 2.1; 2.3-2.6)*

1 ***(a) Should the parties continue to operate under the Commission-approved***
2 ***interconnection agreement pending the Commission's ruling on the***
3 ***arbitration?***

4 ***(b) If so, what should be the length of the term of the agreement resulting***
5 ***from this arbitration?***

6
7 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

8
9 A. (a) BellSouth's position is that it is not appropriate for the parties to continue
10 to operate under the expired Agreement indefinitely. The parties should
11 operate under the provisions of the expired Agreement for no more than 180
12 days after the expiration date. Combined with the re-negotiation interval that
13 can begin as early as 270 days prior to the expiration of the agreement, this
14 gives the parties approximately 15 months to enter into a new Agreement,
15 either through negotiation or arbitration. Following expiration of the 180-day
16 period, the parties should default to BellSouth's Standard Interconnection
17 Agreement, which is updated regularly to reflect all changes in the legal
18 requirements imposed on BellSouth. It is unreasonable to require the rates,
19 terms and conditions of the expired Agreement to continue to apply
20 indefinitely after the expiration of the agreement because doing so stifles
21 BellSouth's ability to implement new processes or, alternatively, forces
22 BellSouth to maintain old processes to be performed manually. With hundreds
23 of Competitive Local Exchange Carriers ("CLECs") operating under expired
24 agreements that contain antiquated processes and procedures for an extended
25 period of time would be unmanageable and would inhibit BellSouth's ability to

1 offer interconnection, UNEs and other services in an efficient and timely
2 manner.

3
4 (b) The term of the new Agreement should be no more than three years. The
5 fact that the effective date of the new DeltaCom agreement is after the date the
6 parties execute the new agreement, and not retroactive to the expiration date of
7 the old agreement, eliminates the situation that occurred in the past (where the
8 term of the agreement was retroactive) which resulted in the prospective term
9 of the agreement being much reduced. Under BellSouth's proposal, the entire
10 three-year term would be prospective. BellSouth's proposal for a three-year
11 term is also consistent with the three-year timeframe set by the FCC in the past
12 for review of its rules under Section 251, and is actually longer than the two-
13 year timeframe more recently identified by the FCC for review of the rules
14 enacted pursuant to its Triennial Review.

15
16 Q. DOES THE FACT THAT THE NEW AGREEMENT BECOMES
17 EFFECTIVE ON THE DATE THAT IT IS SIGNED BY THE PARTIES
18 ALLEVIATE MR. WATTS' CLAIMS (PAGE 9, LINES 15-19) THAT A
19 THREE-YEAR CONTRACT IS INEFFICIENT?

20
21 A. Yes. Mr. Watts' concern that "the timing of regulatory orders and on-going
22 disputes between the parties" would cause the term of the agreement to be
23 shorted is without merit. As discussed above, under BellSouth's proposed
24 language, the three-year term would not begin until after the new agreement is
25 executed by the parties, which would be after the issuance of the

Commission's ruling in this proceeding. Any delays in the issuance of the final ruling would not impact the term of the agreement.

Issue 2: Directory Listings (GTC – Section 4; Attachment 6 – Section 2.2.2):

(a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T?

(b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers?

(c) Does DeltaCom have the right to review and edit its customers' directory listings?

(d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should [be] the credit or PMAP measure?

Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

A. (a) Pursuant to 47 USC § 252(i), DeltaCom can adopt rates, terms and conditions for network elements, services, and interconnection from any interconnection agreement filed and approved pursuant to 47 USC § 252, under the same terms and conditions as the original Interconnection Agreement. DeltaCom has not requested of BellSouth to adopt any language for directory listings from an agreement filed and approved by the Alabama Commission. Rather, the language contained in DeltaCom's proposal is from an AT&T agreement that is not yet in effect in Alabama. To the extent DeltaCom does request to adopt rates, terms and conditions for directory listings from an agreement filed and approved by this Commission, such an

1 adoption would be incorporated into DeltaCom's agreement for the original
2 term of the adopted agreement (i.e., for the term of the AT&T agreement).
3 Section 252(i) clearly requires such an adoption to be "upon the same terms
4 and conditions as those provided in the [approved] agreement". In such case,
5 BellSouth proposes that the language included in its proposal replace the
6 adopted language when it expires, to ensure that there are applicable rates,
7 terms and conditions for directory listings for the full term of that agreement.

8
9 (b) BellSouth is required to provide access to its directory assistance database
10 and charges fees to do so pursuant to its Interconnection Agreement and its
11 tariff. BellSouth Advertising & Publishing Company (BAPCO) will provide a
12 manual directory listing of a CLEC's customers upon request. BellSouth is not
13 required to provide (and does not have the system capabilities to provide) an
14 electronic feed of directory listings for DeltaCom customers.

15
16 (c) DeltaCom has the right to review and edit its customers' directory listings
17 through access to DeltaCom's own customer service records. BellSouth
18 Telecommunications, Inc. does not have a database through which review and
19 edits of directory listings may be made. In accordance with the agreement
20 between BAPCO and the CLEC, BAPCO provides "review pages" of all
21 listings prior to the book closing, if requested by the CLEC. The CLEC may
22 provide edits to the "review pages."

23
24 (d) If an error occurs in a Directory Listing, DeltaCom can request a credit for
25 any monies billed that are associated with the charge for said listing pursuant

1 to BellSouth's General Subscriber Service Tariff (GSST). This is consistent
2 with BellSouth's treatment of its retail customers. Further, an arbitration
3 proceeding with an individual CLEC is not the appropriate forum in which to
4 address the issue of PMAP measurements.

5

6 ***Issue 11: Access to UNEs (Attachment 2 – Sections 1.1, 1.4 and 1.10):***

7 ***(a) Should the interconnection agreement specify that the rates, terms and***
8 ***conditions of the network elements and combinations of network elements***
9 ***are compliant with state and federal rules and regulations?***

10 ***(b) Must all network elements be delivered to DeltaCom's collocation***
11 ***arrangement?***

12 ***(c) What standards should apply to network elements?***

13

14 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

15

16 A. (a) The Interconnection Agreement should specify that the rates, terms and
17 conditions of network elements and combinations of network elements should
18 be compliant with federal and state rules promulgated pursuant to Section 251
19 of the Telecommunications Act of 1996 ("Act"). The Interconnection
20 Agreement is an agreement required under Sections 251 and 252 of the Act
21 and should be limited to those interconnection, network elements and services
22 required pursuant to Section 251 of the Act.

23

24 If a state commission orders BellSouth to provide access to network elements
25 pursuant to its authority under Section 251 of the Act, then such requirements

1 should be incorporated into the interconnection agreement. By contrast, if a
2 state commission orders BellSouth to provide access to network elements
3 pursuant to any authority other than Section 251 (for example under a separate
4 state statutory authority), those elements should not be required to be included
5 in a Section 251 agreement. Since such additional state requirements would
6 not be ordered pursuant to Section 251 of the Act, BellSouth should be
7 required to incorporate them into an agreement that is entered into under
8 Section 252 of the Act and that is subject to all of the requirements of Section
9 252 – such requirements could be tariffed or offered pursuant to a separate
10 agreement between the parties.

11
12 (b) Not all UNEs terminate to a CLEC's collocation space, such as databases.
13 BellSouth's proposed language does not require that all elements terminate to a
14 central office collocation space and expressly excludes those elements that do
15 not have to terminate at a collocation space. For instance, under certain
16 provisions, carriers (CLECs, IXCs, or CMRS providers) may connect UNE
17 loops, UNE local channels, or tariffed local channels to another carrier's
18 collocation arrangement. Similarly, carriers may connect UNE or tariffed
19 transport from the ordering carrier's collocation space to another carrier's
20 collocation arrangement.

21
22 (c) It is BellSouth's understanding that this sub-part has been resolved.
23 However, should that not be the case, BellSouth reserves its right to file
24 supplemental testimony.
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Issue 25: Provision of ADSL where DeltaCom is the UNE-P Local Provider (Attachment 2 – Section 8.4): Should BellSouth continue providing the end-user ADSL service where DeltaCom provides UNE-P local service to that same end-user on the same line?

- Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?**
- A. BellSouth’s policy is that it provides DSL and FastAccess® (“FastAccess”) on BellSouth provided exchange line facilities. A UNE-P line is not a BellSouth-provided facility (i.e., the CLEC owns the entire loop); thus, BellSouth does not have access to the high frequency portion of the loop (“HFPL”) and lacks permission to provision DSL over this portion of the CLEC loop. Furthermore, many databases would need to be created to track which CLECs are allowing BellSouth to use their HFPL, for which states, at what cost, and for which end users. Additionally, many system enhancements would need to**

1 be designed and implemented to ensure BellSouth's current systems would be
2 able to interface with these databases. To continue to provide DSL service to
3 migrating customers would be inconsistent with the manner in which
4 BellSouth designed its DSL service. In order for BellSouth to recover its
5 development costs for DSL over UNE-P, it would either have to charge the
6 CLEC, or the network services provider ("NSP"), or its shareholders. Other
7 DSL providers are not subject to these additional regulatory requirements and
8 costs, which would ultimately result in a higher price for the end user, and
9 would most likely make BellSouth's DSL less competitive compared to service
10 of other DSL providers and broadband technologies.

11
12 Q. SHOULD BELL SOUTH BE REQUIRED TO CONTINUE TO PROVIDE
13 DSL SERVICES FOR CUSTOMERS TO WHOM DELTACOM PROVIDES
14 VOICE SERVICES USING UNE-P?

15
16 A. No. The FCC addressed this issue in its *Line Sharing Order*¹ and concluded
17 that incumbent carriers are not required to provide line sharing to requesting
18 carriers that are purchasing UNE-P combinations. The FCC reiterated this
19 determination in its *Line Sharing Reconsideration Order*.² It stated: "We deny,
20 however, AT&T's request that the Commission clarify that incumbent LECs
21 must continue to provide xDSL service in the event customers choose to obtain
22 service from a competing carrier on the same line because we find that the

¹ *In Re: Deployment of Wireline Services Offering Advanced Telecommunications Capability*, Order No. FCC 99-355 in CC Docket Nos. 98-147, 96-98 (Released December 9, 1999) (*Line Sharing Order*).

² *Third Report and Order on Reconsideration* in CC Docket No. 98-147 and *Fourth Report and Order on Reconsideration* in CC Docket No. 96-98, Order No. FCC 01-26 (Released January 19, 2001) (*Line Sharing Reconsideration Order*).

1 Line Sharing Order contained no such requirement.” *Id.* at ¶26. The FCC then
2 expressly stated that the *Line Sharing Order* “does not require that they
3 [LECs] provide xDSL service when they are not [sic] longer the voice
4 provider.” *Id.* The FCC explained: “We note that in the event that the
5 customer terminates its incumbent LEC provided voice service, for whatever
6 reason, the competitive data LEC is required to purchase the full stand-alone
7 loop network element if it wishes to continue providing xDSL service.” (*Line*
8 *Sharing Order*, at ¶ 72).

9
10 If DeltaCom purchases the UNE-P, DeltaCom becomes the voice provider over
11 that loop/port combination, and it owns the entire loop, including the high
12 frequency spectrum. The Commission should find, consistent with the FCC’s
13 rulings, that BellSouth is not obligated to provide DSL services for customers
14 who switch to DeltaCom’s UNE-P based voice services. Nothing precludes
15 DeltaCom from entering into a line splitting arrangement with another carrier
16 to provide DSL services to DeltaCom’s voice customers or from providing its
17 own DSL service over the UNE loop.

18
19 Q. ARE THERE OTHER REASONS THAT BELLSOUTH SHOULD NOT BE
20 REQUIRED TO CONTINUE TO PROVIDE ITS DSL SERVICE TO
21 CUSTOMERS SERVED BY DELTACOM OVER UNE-P?

22
23 A. Yes. There are significant operational issues that would make it extremely
24 burdensome for BellSouth to provide DSL service over a UNE loop purchased
25 by a CLEC to provide voice service. As mentioned previously, when a CLEC

1 purchases a UNE-P, that CLEC controls the entire loop, including both the low
2 frequency spectrum and the high frequency portion of the loop ("HFPL") that
3 is used to provision DSL service. The CLEC can choose to use either portion
4 of the loop as it wishes. Not all CLECs want BellSouth's DSL service to be
5 provided when serving the customer via UNE-P: (1) some CLECs do not want
6 BellSouth to continue its DSL service; (2) some CLECs want BellSouth to
7 provide DSL service and will not charge BellSouth; or (3) some CLECs want
8 BellSouth to provide DSL, but want BellSouth to pay the CLEC for leasing
9 back the high frequency spectrum. Most importantly, BellSouth's systems are
10 not capable of tracking different arrangements with different CLECs, nor
11 should BellSouth be forced to pay the CLEC to provide a service BellSouth
12 does not choose to provide.

13
14 Q. ARE THERE INSTANCES IN WHICH A CLEC'S VOICE CUSTOMER
15 CAN CONTINUE TO RECEIVE BELL SOUTH'S DSL SERVICE?

16
17 A. Yes. Where a CLEC resells BellSouth voice service to an end user who
18 already subscribes to FastAccess, BellSouth will continue to provide the retail
19 FastAccess ADSL service and the wholesale interstate DSL transport service.
20 Unlike the above situation with UNE-P, a CLEC reselling BellSouth's service
21 does not have control of the loop. Specifically, the CLEC does not have access
22 to the HFPL, which is required to provide DSL services. BellSouth retains
23 access to the HFPL and, therefore, can continue to provide BellSouth's DSL
24 service. Consequently, the operational issues mentioned earlier are not
25 concerns in a resale scenario.

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Q. DELTACOM’S WITNESS MARY CONQUEST ALLEGES THAT BELL SOUTH’S DSL POLICY CONSTITUTES AN ANTI-COMPETITIVE TYING ARRANGEMENT (pp. 7-9). PLEASE RESPOND.

A. BellSouth’s policy of discontinuing its ADSL service to customers who migrate to CLECs for voice service does not constitute a tying arrangement as referred to in anti-trust laws. Although I am not an attorney, my understanding of tying as applied in anti-trust law is that tying is a form of monopoly leveraging in which market power in one market (A) is leveraged to give competitive advantage in a more competitive market (B). “A tying arrangement is ‘an agreement by a party to sell one product but only on the condition that the buyer also purchases a different (or tied) product, or at least agrees that he will not purchase that product from any other supplier’” (quoting *N.Pac.Ry. Co., v. United States*, 356 U.S. 1, 5, 2 L.Ed. 2d 545, 78 S. Ct. 514-6 (1958)). The mechanics are simple: a monopoly supplier of a less competitive service, service A, refuses to supply that service by itself and requires customers to also purchase service B, for which it faces more competition.

DeltaCom’s allegation that BellSouth’s policy represents anti-competitive tying is backwards. The allegation is that BellSouth is requiring customers of its more competitive service (DSL) to also purchase its less competitive service (basic exchange voice service). This is the opposite of an anti-competitive tying arrangement. Given the definition of tying and the realities of the

1 broadband market (that customers have multiple choices for broadband service
2 providers), a tying argument makes no sense in this instance.

3

4 Q. MS. CONQUEST ALLEGES ON PAGE 7 THAT BELL SOUTH'S DSL
5 POLICY FORCES A COMPETITOR TO ENTER TWO MARKETS. IS
6 THAT A VALID COMPLAINT?

7

8 A. No. BellSouth is not forcing DeltaCom to provide its own service for DSL and
9 voice service. If DeltaCom wants to serve voice customers who desire DSL
10 service, it can resell BellSouth's voice service with BellSouth FastAccess
11 service, it can purchase DSL from another data provider, or it can provide DSL
12 service itself. Thus, DeltaCom has several options available from which to
13 choose.

14

15 Q. MS. CONQUEST STATES AT P. 8 THAT "TYING ARRANGEMENTS
16 ALLOW A MONOPOLY TO "CHERRY PICK" THE MOST ATTRACTIVE
17 CUSTOMERS FROM THE MASS MARKET." IS THAT TRUE?

18

19 A. No. First, as explained above, BellSouth's DSL policy is not an anti-
20 competitive tying arrangement. Second, BellSouth makes its DSL service
21 available in 137 central offices out of a total of 147 central offices in Alabama,
22 or available in 93 percent of BellSouth's Alabama central offices. However, to
23 date, less than 3 percent of BellSouth Alabama residential and business
24 customers subscribe to BellSouth FastAccess service. If anyone is to be
25 accused of "cherry picking", it should be DeltaCom. There are 97 percent of

1 BellSouth's Alabama customers who do not currently subscribe to BellSouth's
2 FastAccess service; however, DeltaCom insists that it is disadvantaged if it
3 cannot target the small percent of BellSouth's customers who are current DSL
4 subscribers.

5

6 Q. ON PAGE 8, MS. CONQUEST STATES THAT BELL SOUTH'S DSL
7 POLICY "PREVENTS CONSUMERS FROM OBTAINING THE VOICE
8 PROVIDER OF THEIR OWN CHOOSING." DO YOU AGREE?

9

10 A. Certainly not. There are over 100 CLECs providing service to approximately
11 330,000 lines, or 16 percent of the total lines in Alabama (9 percent residential
12 and 29 percent business). As this Commission and the FCC found in
13 BellSouth's 271 proceedings, there is undisputed evidence of local service
14 competition in Alabama. Further, if DeltaCom chooses not to provide DSL
15 service itself, by reselling BellSouth's DSL service, or by purchasing DSL
16 service from a data provider, the customer can purchase DSL service from a
17 number of cable providers. To state that BellSouth's policy prevents a
18 customer's choice of local service provider is definitely not true.

19

20 Q. ON PAGE 9, MS. CONQUEST CITES TWO COMMISSIONS (LOUISIANA
21 AND KENTUCKY) THAT HAVE RULED AGAINST BELL SOUTH ON
22 THIS ISSUE. PLEASE RESPOND.

23

24 A. In Docket No. R-26173, the Louisiana Public Service Commission ("LPSC")
25 issued its order on April 4, 2003, clarifying its January 24, 2003 Order. The

1 LPSC orders require BellSouth to continue to provide wholesale and retail
2 DSL service to customers who migrate to a CLEC for voice service over UNE-
3 P. Where a customer of a CLEC subsequently chooses to receive BellSouth's
4 wholesale or retail DSL service, BellSouth must provide the service.
5 However, pursuant to the order, BellSouth filed a proposal on May 1, 2003 to
6 offer BellSouth's DSL service in such an instance over a separate line.

7
8 The Kentucky Public Service Commission ("KPSC") issued orders in the
9 Cinergy Arbitration Case No. 2001-432 as follows: July 12, 2002 (Arbitration
10 Decision) and April 28, 2003 (Order Approving Agreement Language).
11 BellSouth is required to provide wholesale DSL transport service (*not retail*
12 *FastAccess*) to a Network Service Provider ("NSP") who serves, or desires to
13 serve, an end-user that receives UNE-P based voice services from Cinergy.
14 This requirement is not limited to migrating customers.

15
16 The Florida Public Service Commission ("FPSC") has issued two orders, both
17 different from the Kentucky and Louisiana orders discussed above. In the
18 Florida FDN Arbitration (Docket No. 010098-TP) the FPSC required
19 BellSouth to continue providing its retail BellSouth FastAccess® Service
20 ("Fast Access") for customers who migrate to CLECs for voice service over
21 UNE loops. BellSouth's Agreement Language, accepted by FDN, allows
22 BellSouth to provide FastAccess over a separate stand-alone loop, installed on
23 the customer's premises. In the Supra Arbitration (Docket No. 001305-TP),
24 the FPSC ordered BellSouth to continue to provide its FastAccess service to a
25 customer migrating to Supra's voice service over UNE-P. BellSouth has

1 appealed that order to the United States District Court. In addition, Supra has
2 filed a Complaint with the FPSC regarding BellSouth's compliance with the
3 FPSC orders using a separate stand-alone loop (as in FDN); that complaint is
4 pending before the FPSC.

5
6 Q. HAVE ANY COMMISSIONS IN BELL SOUTH'S REGION FOUND IN
7 FAVOR OF BELL SOUTH ON THIS ISSUE?

8
9 A. Yes. There are two states that have addressed this issue and have ruled that
10 BellSouth is not required to provide DSL service to an end user receiving voice
11 service from a CLEC: (1) The North Carolina Utilities Commission
12 ("NCUC") considered this issue in BellSouth's 271 case. In the NCUC's
13 Consultative Opinion to the FCC in BellSouth's 271 Application for Alabama,
14 Kentucky, Mississippi, North Carolina and South Carolina, WC Docket No.
15 01-150, filed July 9, 2002, at p. 204, it found:

16 "[T]he incumbent LEC has no obligation to provide DSL service over
17 the competitive LEC's leased facilities."

18 (2) The South Carolina Public Service Commission ("SCPSC") issued an
19 Order in Docket No. 2001-19-C on April 3, 2001 in the IDS Arbitration case,
20 which stated,

21 "Clearly, the FCC has not required an incumbent LEC to provide xDSL
22 service to a particular end user when the incumbent LEC is no longer
23 providing voice service to that end user. IDS's contention that this
24 practice is anticompetitive is therefore not persuasive when BellSouth

1 *is acting in accordance with the express language of the FCC's most*
2 *recent Order on the subject." (page 29)*

3

4 Q. ON PAGE 9, MS. CONQUEST CITES AN EXAMPLE OF A CHURCH
5 WHICH WAS "UNABLE" TO MIGRATE TO DELTACOM FOR VOICE
6 SERVICE BECAUSE BELL SOUTH WOULD NOT CONTINUE TO
7 PROVIDE FASTACCESS TO THAT CUSTOMER. PLEASE RESPOND.

8

9 A. BellSouth is unable to address the specific situation cited because DeltaCom
10 has not provided details of the customer or request. However, it is not solely
11 BellSouth's policy that results in customers such as this remaining with
12 BellSouth. Indeed, it is DeltaCom's policy of not providing DSL service
13 (either its own or from another DSL provider), in spite of the variety of choices
14 available, as explained above, that results in this type of situation.

15

16 BellSouth's approach is simply to offer a customer an overlay DSL service to
17 meet that customer's voice and broadband needs. Customers choose products
18 and providers based on the best fit for their needs. It seems that Ms. Conquest
19 feels that any competitor that offers a better product is trying to keep the
20 market for itself. A more appropriate view is that providers of products in a
21 free marketplace should be able to differentiate their offerings to encourage
22 customers to buy them.

23

24 As an example, Cadillac is known for its luxury. Mercedes-Benz is known for
25 its reliability and durability. Volkswagen is known for its lower price and fuel

1 efficiency. Customers would probably prefer to have a car built with the
2 durability of a Benz, the luxurious appointments of a Cadillac, at a
3 Volkswagen price and fuel economy. However, to my knowledge, such a
4 vehicle does not exist; so customers must make choices that best fit their
5 needs. The same is true in the telecommunications market in Alabama.
6 DeltaCom offers its own variety of local, long distance, and enhanced services.
7 DeltaCom's service area includes service in at least three states beyond
8 BellSouth's territory. BellSouth and DeltaCom both differentiate their service
9 offerings to appeal to the customer markets in their targeted territories.
10 BellSouth currently offers its customers the opportunity to purchase
11 FastAccess as an overlay to voice service (regardless of whether the voice
12 provider is BellSouth or a CLEC reselling BellSouth's local exchange service).

13
14 Consumers can choose which arrangement best suits their needs. For some
15 consumers, it appears that DeltaCom's packages of services are more
16 attractive. For other customers, BellSouth's FastAccess may be more
17 important. This is consistent with free market choice, and there is nothing evil
18 in allowing customers to have different choices. In DeltaCom's world of
19 competition, if BellSouth develops a better product or service for consumers,
20 BellSouth must make that choice available for all consumers, including those
21 served by BellSouth's competitors. In a sense, DeltaCom is recommending
22 that all telecommunications services are commodity products provided by and
23 subsidized by BellSouth that should be available to all players, except that
24 DeltaCom gets to provide the product only to the customers it chooses to serve
25 at the most profitable levels.

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Q. WHAT DOES BELLSOUTH REQUEST OF THIS COMMISSION?

A. BellSouth requests that this Commission rule consistent with the FCC and the North Carolina and South Carolina Commissions that BellSouth is not required to provide its DSL service in instances where the end user's voice telecommunications service is provided by a CLEC using an unbundled loop, or by UNE-P.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Issue 44: Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept (Attachment 3): Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?

Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

A. The rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept should not be included in the Interconnection Agreement. These services are no longer UNEs and therefore, are provided pursuant to the rates, terms and conditions in applicable BellSouth tariff. Absent DeltaCom's agreement to accept BellSouth's proposed language (Section 6.1 of Attachment 3), BellSouth proposes that all rates, terms and conditions relevant to the establishment of trunk groups for Operator Services, Emergency Services and Intercept be removed from the Interconnection Agreement.

1

2 ***Issue 45: Switched Access Charges Applicable to BellSouth (Attachment 3 –***
3 ***Section 9.2): Should DeltaCom be able to charge BellSouth switched access***
4 ***charges where BellSouth is the interexchange carrier?***

5

6 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

7

8 A. BellSouth Long Distance (BSLD), not BellSouth Telecommunications, Inc., is
9 the authorized interexchange carrier. Therefore, BellSouth
10 Telecommunications should not be required to pay switched access charges to
11 DeltaCom. Instead, DeltaCom and BSLD should negotiate the appropriate
12 terms and conditions for the payment of switched access charges.

13

14 ***Issue 46: BLV/BLVI (Attachment 3): Does BellSouth have to provide BLV/BLVI***
15 ***to DeltaCom consistent with the language proposed by DeltaCom?***

16

17 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

18

19 A. BellSouth provides Busy Line Verification ("BLV") and Busy Line
20 Verification Interrupt ("BLVI") in a nondiscriminatory manner and at parity
21 with how it provides such functionality to its retail customers. Should
22 DeltaCom wish to avail itself of this offering, it is free to obtain BLV and
23 BLVI pursuant to the rates, terms and conditions in BellSouth applicable tariff.

24

25 ***Issue 47: Should BellSouth be required to Compensate ITC^DeltaCom when***

1 ***BellSouth collocates in ITC^DeltaCom collocation space?***

2

3 Q. HOW IS THE TERM "COLLOCATION" DEFINED IN THE
4 TELECOMMUNICATIONS ACT OF 1996?

5

6 A. The Telecommunications Act of 1996 defines the term "collocation" in Section
7 251, Interconnection, Section (c) (6) as: "The duty to provide, on rates, terms,
8 and conditions that are just, reasonable, and nondiscriminatory, for physical
9 collocation of equipment necessary for interconnection or access to unbundled
10 network elements *at the premises of the local exchange carrier, ...* (emphasis
11 added)."

12

13 Q. DOES THE ACT REQUIRE DELTACOM TO PERMIT COLLOCATION
14 OF BELL SOUTH'S EQUIPMENT IN ITS POP LOCATIONS OR ANY
15 OTHER LOCATIONS (SUCH AS A CENTRAL OFFICE)?

16

17 A. No. The Act does not include a requirement that DeltaCom permit collocation
18 of BellSouth's equipment in a DeltaCom POP location or any other location
19 (such as a central office). Consequently, the rates, terms and conditions under
20 which BellSouth would elect to collocate in a DeltaCom POP location or any
21 other location (including a central office) should not be the subject of a Section
22 252 arbitration. Additionally, any such rates, terms and conditions should not
23 be included in an Interconnection Agreement between the Parties under
24 Section 251, nor made public record, just as DeltaCom is not required to
25 publicly file any other agreement that it has negotiated with another carrier for

1 collocation. If BellSouth is required to file in the public record a commercial
2 real estate arrangement between the parties, BellSouth could be negatively
3 impacted in its future commercial real estate transactions with other entities.
4

5 Q. FOR WHAT PURPOSES HAS BELLSOUTH LOCATED EQUIPMENT IN
6 A DELTACOM POINT OF PRESENCE ("POP").
7

8 A. BellSouth has installed equipment that is being used for the purpose of
9 provisioning Special and Switched Access Services ordered by DeltaCom at
10 various POP locations in Alabama. This equipment provides DeltaCom with
11 dedicated SmartRing services and base-line services (access services and
12 associated facilities, usually at optical high capacity interface bit rates) at these
13 POP locations, which are then used by DeltaCom to provide its end users with
14 specific services. At some locations, BellSouth has installed additional
15 equipment that uses some of the excess capacity to exchange local traffic with
16 DeltaCom. BellSouth has not originally located its equipment at a DeltaCom
17 POP location or any other location for the sole purpose of interconnecting with
18 DeltaCom's network or accessing Unbundled Network Elements ("UNEs") in
19 the provision of a telecommunications service to the end users located in
20 DeltaCom's serving area, nor does BellSouth intend to.
21

22 Q. APART FROM AN ARRANGEMENT THAT WAS ORIGINALLY
23 INTENDED FOR ACCESS SERVICES AS DESCRIBED ABOVE, HAS
24 BELLSOUTH SPECIFICALLY REQUESTED SPACE IN A DELTACOM
25 POP OR CENTRAL OFFICE FOR THE DELIVERY OF ITS ORIGINATED

1 LOCAL INTERCONNECTION TRAFFIC?

2

3 A. No. BellSouth has not specifically requested space in a DeltaCom POP or
4 Central Office for the delivery of its originated local interconnection traffic.

5

6 Q. WOULD THE PLACEMENT BY BELL SOUTH OF ITS EQUIPMENT IN A
7 DELTACOM POP CONSTITUTE COLLOCATION?

8

9 A. That depends. If the only equipment BellSouth has installed at a DeltaCom
10 POP or other location is used for local interconnection, then BellSouth would,
11 in effect, be "collocating" (albeit not as that term is defined by the Act) at that
12 particular DeltaCom location. However, if the equipment installed by
13 BellSouth in a DeltaCom POP or other location is being used for the purpose
14 of provisioning a Special or Switched Access Service, then BellSouth is not
15 "collocating" at the DeltaCom location.

16

17 Currently, BellSouth has a small amount of equipment that is located within
18 the excess capacity at several DeltaCom's POPs to provide for the hand-off of
19 local interconnection traffic. The parties have mutually agreed to this type of
20 arrangement over the years. Obviously, BellSouth would not have placed any
21 of this type of equipment if such an arrangement had not benefited DeltaCom.
22 To my knowledge, there has never been any discussion between the Parties
23 about this equipment being considered "collocated" equipment, nor the space
24 utilized by this equipment in the DeltaCom POP or any other location as being
25 considered "collocation space."

1

2 Q. HAS DELTACOM EVER BILLED BELL SOUTH FOR THE EQUIPMENT
3 PLACED IN ITS POPS USED FOR LOCAL INTERCONNECTION?

4

5 A. Not to my knowledge.

6

7 Q. PLEASE EXPLAIN WHY BELL SOUTH IS USING POP LOCATIONS TO
8 EXCHANGE LOCAL TRAFFIC.

9

10 A. When a telecommunications carrier ("carrier"), such as DeltaCom, orders
11 access services from BellSouth, pursuant to the tariff, the carrier must furnish,
12 at no charge to BellSouth, the necessary equipment, space and electrical power
13 at the point(s) of termination of such services. Furthermore, the
14 telecommunications carrier must also make necessary arrangements for
15 BellSouth to have access to such space at reasonable times for installing,
16 testing, repairing or removing BellSouth services. (See BellSouth Tariff FCC
17 No. 1, Section 2.3.3 and BellSouth Alabama Access Services Tariff, Section
18 E2.3.3)

19

20 Typically, when carriers, such as DeltaCom, and BellSouth negotiate the hand-
21 off of local traffic to a specified Point of Interconnection ("POI"), the Parties
22 would look at available capacity to determine if there is any existing capacity
23 that could be used. If sufficient capacity exists to the Carrier's POP, the carrier
24 and BellSouth would, in most cases, mutually agree to use that excess capacity
25 for the local traffic. Obviously, this decision would be reached after much

1 discussion through network planning meetings held by the Parties.

2

3 Q. WHY DOES IT MAKE SENSE TO USE AVAILABLE EXISTING
4 CAPACITY AT DELTACOM'S POP?

5

6 A. The use of available existing capacity to DeltaCom's POP makes sense,
7 because both Parties already have an established demarcation point at
8 DeltaCom's location and the establishment of a separate POI would not be cost
9 effective for either DeltaCom or BellSouth. If DeltaCom has sufficient
10 existing capacity, then it would be much cheaper to use that excess capacity

11

12 Q. BASED ON THE DISCUSSION ABOVE, IT APPEARS THAT
13 DELTACOM'S POP IS BEING USED FOR MULTIPLE PURPOSES? IS
14 THAT CORRECT?

15

16 A. Yes. DeltaCom's POP is being used as the point of termination for access
17 services ordered by DeltaCom, as well as, in some cases, for the exchange of
18 local traffic.

19

20 Q. ON PAGE 39 OF DELTACOM WITNESS BROWNORTH'S PREFILED
21 TESTIMONY, MR. BROWNORTH STATES THAT THIS WAS AN
22 ISSUE IN DELTACOM'S LAST ARBITRATION WITH BELL SOUTH
23 AND THAT "BELL SOUTH AGREED AT THAT TIME TO OPERATE
24 UNDER THE SAME RATES, TERMS AND CONDITIONS WHEN
25 BELL SOUTH USED ITC^DELTACOM SPACE." IS THIS STATEMENT

1 CORRECT?

2

3 A. Yes. In Alabama Docket No. 27091, which was the last arbitration between
4 BellSouth and DeltaCom, BellSouth did sign a collocation agreement with
5 DeltaCom to settle this issue. BellSouth did so because it believed there to be
6 no harm in signing an agreement for which it had no intention of ever acting
7 upon. In other words, BellSouth never intended to elect to collocate its
8 equipment in a DeltaCom central office for the purposes of delivering its
9 originated traffic to DeltaCom. Therefore, BellSouth believed that it would
10 suffer no harm in its signing of this agreement.

11

12 Q. MR. BROWNORTH INDICATES ON PAGE 41 OF HIS PREFILED
13 TESTIMONY THAT "BELLSOUTH HAS PREVIOUSLY TESTIFIED
14 BEFORE THIS COMMISSION THAT IT IS WILLING TO COMPENSATE
15 ITC^DELTACOM WHEN BELLSOUTH COLLOCATES WITHIN A
16 ITC^DELTACOM OWNED POP" AND THAT "IT APPEARS
17 BELLSOUTH HAS CHANGED ITS POSITION." IS THIS TRUE?

18

19 A. Not entirely. Mr. Brownworth is referencing BellSouth Witness David
20 Thierry's Direct Testimony in Alabama Docket No. 27091, filed on July 6,
21 1999, in which BellSouth states, "If DeltaCom is referring to BellSouth's
22 collocating within a DeltaCom-owned Point of Presence ("POP") to establish
23 Local Interconnection ("reverse collocation"), BellSouth has already agreed to
24 pay collocation rates that mirror the rates in the collocation agreement between
25 DeltaCom and BellSouth for DeltaCom's collocation arrangements within a

1 BellSouth central office. . . This reverse collocation agreement is coterminous
2 with the Interconnection Agreement between BellSouth and DeltaCom.”
3 Basically, BellSouth admitted in Alabama Docket No. 27091 that **if BellSouth**
4 **requested that it be permitted to place equipment in a DeltaCom POP for**
5 **the purpose of establishing local interconnection only**, which is referred to
6 in BellSouth Witness Thierry’s Direct Testimony as “reverse collocation”, then
7 BellSouth would agree to pay the same collocation rates negotiated by the
8 Parties when DeltaCom collocated in a BellSouth central office. The key
9 phrase here is shown in bold type. Clearly, BellSouth was not addressing a
10 situation where the services requested were tariffed services or a situation
11 where the *CLEC* was establishing interconnection at that point. In both of
12 these situations, the CLEC appropriately bears the expense of its decision.
13 BellSouth was addressing the situation where BellSouth elects to establish its
14 point of interconnection (i.e. for the delivery of BellSouth originated traffic) at
15 DeltaCom’s POP – in this scenario, BellSouth would agree to reciprocal rates,
16 terms and conditions for collocation.

17
18 Q. HAS BELLSOUTH PLACED EQUIPMENT IN ANY DELTACOM POP IN
19 ALABAMA FOR THE PURPOSE OF PROVIDING LOCAL
20 INTERCONNECTION?

21
22 A. Yes, but only because DeltaCom requested it or it was to the parties’ mutual
23 benefit and only in those POPs that had excess capacity. In all of these POPs,
24 the equipment installed for the exchange of traffic is incidental to the existing
25 Special and/or Switched Access equipment installed by BellSouth at these

1 POPs. BellSouth has no intention of establishing any stand-alone local
2 interconnection arrangements.

3

4 Q. IS THE COLLOCATION AGREEMENT THAT IS REFERRED TO ABOVE
5 BETWEEN BELL SOUTH AND DELTACOM STILL IN EFFECT?

6

7 A. No. The collocation agreement referenced above expired when the
8 interconnection agreement between BellSouth and DeltaCom dated July 23,
9 2001, with an effective date of July 1, 1999, expired.

10

11 Q. IS BELL SOUTH WILLING TO REINSTATE THIS COLLOCATION
12 AGREEMENT OR A SIMILAR COLLOCATION AGREEMENT WITH
13 DELTACOM?

14

15 A. Yes. BellSouth is willing to establish a stand-alone collocation agreement with
16 DeltaCom that mirrors the applicable rates, terms and conditions of the
17 BellSouth collocation agreement.

18

19 Q. PLEASE EXPLAIN BELL SOUTH'S PROPOSED RESOLUTION TO THIS
20 ISSUE.

21

22 A. It is BellSouth's position that all of the existing POPs and any other locations
23 in which BellSouth has placed equipment, including any augments to the
24 equipment placed at these sites should be exempted from any future
25 collocation agreement. This is because these locations have never been the

1 subject of a collocation agreement in the past and were established to the
2 mutual benefit of the parties at the time, without any expectation, at least on
3 BellSouth's part, that they would be subject to a collocation agreement in the
4 future. The prior collocation agreement was not used as the basis for
5 establishing those arrangements and the lack of any billing under the
6 collocation agreement on DeltaCom's part for those arrangements is evidence
7 that DeltaCom did not intend for those types of arrangements to be governed
8 by a collocation agreement either. For any POPs or other DeltaCom locations
9 that are established after the effective date of the new collocation agreement
10 ("future sites"), Bellsouth would agree to pay mutually negotiated collocation
11 charges for BellSouth equipment located and used solely for the purposes of
12 delivery of BellSouth's originated local interconnection traffic, and only if
13 BellSouth voluntarily requests to place a POI for BellSouth's originated local
14 interconnection traffic in a particular POP or other DeltaCom location.

15
16 In those instances in which DeltaCom requests that the DeltaCom POP or other
17 location be designated as the POI for DeltaCom's originating traffic and where
18 BellSouth must place equipment in order to receive this traffic, the POP or
19 other location will NOT be deemed to be a location at which BellSouth has
20 voluntarily chosen to place a POI for BellSouth's originated local
21 interconnection traffic. Further, if DeltaCom has the right under the new
22 Interconnection Agreement to choose the POI for both Parties' originated
23 traffic and DeltaCom chooses to have the POI for BellSouth's originated traffic
24 at a DeltaCom POP or other location, then such POP or other location will
25 NOT be deemed as a location at which BellSouth has voluntarily chosen to

1 place a POI for BellSouth's originated local interconnection traffic. The
2 provisions of BellSouth's tariffs would control if BellSouth locates equipment
3 in DeltaCom's premises pursuant to such tariffs.
4

5 Q. IF ACCEPTED BY DELTACOM, WOULD THIS PROPOSAL BE
6 INCORPORATED INTO THE NEW INTERCONNECTION AGREEMENT
7 THAT IS THE SUBJECT OF THIS PROCEEDING?
8

9 A. No. This proposal would not be included in the new Interconnection
10 Agreement that is the subject of this proceeding, because, as discussed earlier
11 in my testimony, it is not a Section 251 requirement. Instead, the proposal
12 would be included in a separate agreement and have the same expiration date
13 as the new Interconnection Agreement.
14

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
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[REDACTED]

[REDACTED]

14 ***Issue 56: Cancellation Charges:***

- 15 ***a) May BellSouth charge a cancellation charge which has not been approved***
16 ***by the Commission?***
17 ***b) Are these costs already captured in the existing UNE approved rates?***

18

19 **Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?**

20

21 **A.** a) The rates applicable when a CLEC cancels an LSR are based on
22 Commission-approved rates. When a CLEC cancels an LSR, cancellation
23 charges apply on a prorated basis and are based upon the point within the
24 provisioning process that the CLEC cancels the LSR. Charts showing the
25 applicable percentages at different points in the provisioning process are

1 included in BellSouth's Private Line Tariff and BellSouth's FCC No. 1 Tariff.
2 Any costs incurred by BellSouth in conjunction with the provisioning of that
3 request will be recovered in accordance with BellSouth's Private Line Tariff,
4 Section B2.4.4 (applicable for UNEs that are billed by BellSouth's CRIS
5 system) or BellSouth's FCC No. 1 Tariff, Section 5.4 (applicable for UNEs
6 that are billed by BellSouth's CABS system). The Cancellation charge equals
7 a percentage of the applicable installation nonrecurring charge. Since the
8 Commission has approved the nonrecurring rates BellSouth charges for UNE
9 installation and provisioning, BellSouth's recovery of its cost incurred prior to
10 the cancellation of the LSR is appropriate and cost-based.

11
12 b) The rates used to calculate applicable Cancellation charges are based upon
13 Commission-approved rates and are not already recovered in the existing UNE
14 approved rates.

15
16 ***Issue 58: Unilateral Amendments to the Interconnection Agreement (Attachment 6***
17 ***– Sections 1.8 and 1.13.2; Attachment 3):***

18 ***(a) Should the Interconnection Agreement refer to BellSouth's website address***
19 ***to Guides such as the Jurisdictional Factor Guide?***

20 ***(b) Should BellSouth post rates that impact UNE services on its website?***

21
22 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

23
24 A. a) Certain provisions of the Agreement should incorporate by reference various
25 BellSouth documents and publications. BellSouth may, from time to time

1 during the term of the agreement, change or alter such documents and
2 publications as necessary to update processes, technical publications, etc..
3 These documents are typically guides that affect processes and procedures, and
4 are for use by all CLECs. This is the most efficient means of providing current
5 documentation in a timely manner to all CLECs. To require that all of
6 BellSouth's guides be included in the agreement as they exist as of a particular
7 date, or not be referenced at all, would result in BellSouth not being able to
8 update or change processes, mechanize systems or have a uniform approach to
9 anything. BellSouth deals with over 90 CLECs just in Alabama and must be
10 able to exercise flexibility in enhancing its processes. In the event that
11 BellSouth implements a change that the CLEC community does not agree
12 with, that rare instance should be addressed to BellSouth, or to the
13 Commission, at that time. Those rare exceptions should not be used to justify
14 impeding BellSouth's ability to make the necessary changes and to apply those
15 changes to all CLECs. The alternative would be to require BellSouth to amend
16 every agreement any time it desired to improve a process – a costly and time-
17 consuming requirement for both CLECs and BellSouth. Until all CLECs
18 agreed upon the change, BellSouth would be required to continue to offer
19 multiple processes, dating back to the earliest version incorporated into the
20 oldest agreement. BellSouth's desire to offer interconnection, access to UNEs
21 and other services in an efficient manner would be drastically impeded by such
22 a requirement.

23
24 b) BellSouth notifies CLECs via Carrier Notification Letters in advance of
25 changes impacting UNE services. The Carrier Notification Letters are posted

1 on BellSouth's website as soon as possible, and serve as proper notification to
2 DeltaCom, as well as other CLECs of such changes. To require rates to have
3 been established and USOCs to have been assigned prior to BellSouth posting
4 new offerings would unnecessarily delay the posting of the notices until after
5 rates are developed – BellSouth strives to provide these notices as quickly as
6 possible so that the CLECs are aware of the changes as soon as possible. New
7 rates are provided to individual CLECs upon amendment of their agreement,
8 and BellSouth has agreed to provide DeltaCom with an amendment within 30
9 days of receipt of such a request.

10
11 ***Issue 59: Payment Due Date (Attachment 7 – Sections 1.4 and 1.4.1): Should the***
12 ***payment due date be thirty days from receipt of the bill?***

13
14 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

15
16 A. Payment should be due by the next bill date. There is no legitimate reason to
17 allow DeltaCom a full thirty (30) days after receiving its bill to make payment.
18 BellSouth invoices DeltaCom every 30 days, just as it does for every customer.
19 The bill date is the same each month, and DeltaCom knows the date its bill will
20 be due each month. Moreover, it can elect to receive its bills electronically so
21 as to minimize any delay in bill printing and receipt. To the extent DeltaCom
22 has questions about its bills, BellSouth cooperates with DeltaCom to provide
23 responses in a prompt manner and resolve any issue. It is reasonable for
24 payment to be due before the next bill date. Furthermore, in a given month, if

1 special circumstances warrant, DeltaCom may request an extension of the due
2 date and BellSouth does not unreasonably refuse to grant such a request..
3

4 ***Issue 60: Deposits (Attachment 7 - Section 1.11):***

5 ***(a) Should the deposit language be reciprocal?***

6 ***(b) Must a party return a deposit after generating a good payment history?***
7

8 Q. WHAT IS BELL SOUTH'S POSITION REGARDING SUBPART (a) OF
9 THIS ISSUE?
10

11 A. The deposit language should not be reciprocal. BellSouth is not similarly
12 situated with a CLEC provider and, therefore should not be subject to the same
13 creditworthiness and deposit requirements/standards. If BellSouth is buying
14 services from a CLEC provider's tariff, the terms and conditions of such tariff
15 will govern whether BellSouth must pay a deposit. Thus, the interconnection
16 agreement is not an appropriate location for a deposit requirement to be placed
17 upon BellSouth.
18

19 Q. DOES DELTACOM HAVE DEPOSIT LANGUAGE IN ITS ALABAMA
20 LOCAL SERVICES TARIFF?
21

22 A. Yes, it does. Section 2.5.5 of DeltaCom's Alabama P.S.C. No. 1 – Local
23 Tariff states, in part that:
24

1 The Company, upon initiation or reinitiation of service,
2 may require a cash deposit from a prospective customer, a
3 presently disconnected customer, or a former customer for
4 the purpose of guaranteeing final payment for service when
5 in the judgment of the Company, such deposit is necessary.
6 ...The Company reserves the right to cease accepting and
7 processing Service Orders after it has requested a security
8 deposit and prior to the Customer's compliance with this
9 request. ...An additional deposit may be required from a
10 telephone customer when excessive toll occurs and there is
11 a known credit risk....

12

13 Q. IS DELTACOM'S DEPOSIT LANGUAGE SIMILAR TO BELLSOUTH'S
14 DEPOSIT LANGUAGE?

15

16 A. Yes, although the deposit language in DeltaCom's tariff is more rigid than
17 BellSouth's tariff language since any applicant for service may be required to
18 provide a security deposit to DeltaCom under its tariff language, and it can
19 cease to accept or process orders if the deposit is not paid upon request.

20

21 Q. WHAT IS BELLSOUTH'S POSITION REGARDING SUBPART (b) OF
22 THIS ISSUE?

23

24 A. BellSouth should not be required to return a deposit solely because a CLEC
25 generates a good payment history. Payment history alone is not a measure of

1 credit risk. BellSouth should be able to base a deposit requirement on an
2 analysis of DeltaCom's credit worthiness, not just payment history. Timely
3 payment alone is not enough to protect BellSouth in the event DeltaCom
4 ceases making timely payments. BellSouth's proposed language includes, as
5 part of Attachment 7, Section 1.11, the following:

6
7 BellSouth seeks adequate assurance of payment in the form
8 of a deposit or other means of security for:

9 1. All new customers, excluding a new customer
10 rated as 5A1 with Dun & Bradstreet (D&B).

11 2. Existing customers under the following
12 circumstances:

13 (a) Poor pay history with BellSouth, defined as one
14 time payment in excess of 30 days from bill date
15 in a 12 month period (excluding legitimate
16 disputes);

17 (b) Liquidity issues that create uncertainty of future
18 payment as defined by objective criteria (i.e.,
19 financial indices from last fiscal year end and
20 most recent quarter, bond ratings, and D&B
21 ratings).

22 (c) If BellSouth experiences a pre-petition
23 bankruptcy loss, customer reverts to new
24 customer status, and Bellsouth can seek adequate

1 assurance of payment in the form of a deposit or
2 other means of security.

3
4 Q. MR. WATTS, ON PAGES 30-33, ARGUES THAT BELL SOUTH IS
5 UNJUSTIFIED IN MAINTAINING DELTACOM'S DEPOSIT IN THE
6 EVENT OF GOOD PAYMENT HISTORY BECAUSE "BELL SOUTH
7 FACES VERY LOW AGGREGATE FINANCIAL RISK FROM ITS
8 OBLIGATION TO PROVIDE WHOLESALE SERVICES - ESPECIALLY
9 WHEN COMPARED WITH TELECOMMUNICATIONS SERVICE
10 PROVIDERS WITH LESS MARKET POWER." WHAT IS YOUR
11 RESPONSE?

12
13 A. Over the last 2 years BellSouth has had a number of very large customers that
14 were paying current up until the day they filed bankruptcy. Payment history is
15 an indication of how a customer performed in the past and not how it will
16 perform in the future. A compilation of data including how the debtor pays
17 other suppliers, management history, company history, financial information,
18 bond rating, (indicates the companies ability to obtain financing), all help paint
19 a picture of how a company will perform in the future. In the event a CLEC
20 fails to pay (after maintaining a good payment history or otherwise) BellSouth
21 is faced with a lengthy process prior to disconnection of the service. In
22 addition to the month for which the CLEC did not pay, BellSouth may be
23 required to provide an additional month (or more) of service while notices are
24 being given and the disconnection process is taking place, resulting in more

1 than two months of outstanding debt, even if the CLEC has paid timely prior to
2 that point.

3
4 Q. FURTHER, ON PAGE 33, MR. WATTS STATES, "IT IS COMPELLING
5 THAT THE FCC CONSIDERED AND REJECTED SIMILAR REQUESTS
6 FROM BELL SOUTH ONLY THREE MONTHS AGO." PLEASE
7 COMMENT.

8
9 A. Mr. Watts cites the FCC's Policy Statement *In the Matter of Verizon Petition*
10 *for Emergency Declaratory and Other Relief*, WC Docket No. 02-202, *Policy*
11 *Statement*, Rel. December 23, 2002. Although BellSouth did file Comments,
12 BellSouth later withdrew from that proceeding. Verizon filed specific
13 revisions to its interstate access tariffs seeking to broaden its discretion to
14 require security deposits and advance payments, and to shorten the notice
15 period required before it may take action against customers who are not paying
16 their interstate access bills on time. The FCC concluded (p. 14),

17
18 "We do not believe that broadly crafted measures
19 applicable to all customers, such as additional deposits, are
20 necessary to strike the balance between the interests of
21 incumbent LECs and their customers. ... We believe that
22 narrower protections such as accelerated and advanced
23 billing would be more likely to satisfy statutory standards."

24

1 Therefore, although the FCC did not agree to the "broadly crafted" tariff
2 changes requested by Verizon and other ILECs, it recognized that narrower
3 protections, including shortened intervals for discontinuance of service may be
4 appropriate. The problem is that, from experience negotiating with CLECs,
5 they want more time, not less time; so, that would not help protect the ILECs,
6 even though the FCC may approve such a provision in an FCC tariff.

7
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

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12 [REDACTED]

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14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
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Issue 62: Limitation on Back Billing (Attachment 7 – Section 3.5): What is the limit on back billing for undercharges?

Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

A. BellSouth's position is that limitations for back billing are pursuant to the applicable Commission Telephone Rules, specifically T-5.

Q. WHAT DOES THE COMMISSION’S TELEPHONE RULE T-5 REQUIRE WITH RESPECT TO BACKBILLING OF CHARGES?

A. Paragraph 5 of Telephone Rule T-5 states, “Any undercharge in customer billing as a result of the utility’s error shall not be backbilled in excess of thirty-six (36) months. No backbilling shall be allowed without immediate written notification by the utility to the customer at the time of discovery by the utility including notice that the customer shall be given the option of repayment of amounts due in monthly installments equal to the period of said underbilling.”

1 Q. PLEASE COMMENT ON DELTACOM'S PROPOSAL ON PAGE 37 OF
2 MR. WATTS' TESTIMONY THAT BACK BILLING BE LIMITED TO 90
3 DAYS.

4
5 A. DeltaCom's proposal is nonsensical and impractical. Due to the complexity of
6 BellSouth's billing systems, 90 days is not a sufficient amount of time for the
7 retrieval of billing data and records and any system programming to
8 substantiate and support the back billing of under billed charges. While
9 BellSouth strives to bill incurred charges in a timely manner, it should not be
10 forced to limit back billing to 90 days.

11

12 ***Issue 63: Audits (Attachment 7): Is it appropriate to include language for audits of***
13 ***the parties' billing for services under the interconnection agreement?***

14

15 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

16

17 A. Audits of BellSouth's billing for services under the interconnection agreement
18 are not necessary. Performance measurements addressing the accuracy and
19 timeliness of BellSouth's billing provide sufficient mechanisms for monitoring
20 BellSouth's billing. Inclusion of audit language for billing in the agreement
21 would be duplicative and an unnecessary use of resources. In response to
22 DeltaCom's request to adopt AT&T's language on this issue, adoptions
23 pursuant to 47 USC § 252(i) are limited to network elements, services, and
24 interconnection rates, terms and conditions and do not apply to other aspects of
25 the Interconnection Agreement that are not required pursuant to Section 251.

1 47 USC § 252(i) only requires an ILEC to make available "any
2 interconnection, service, or network element" under the same terms and
3 conditions as the original Interconnection Agreement.
4

5 ***Issue 64: ADUF: What terms and conditions should apply to DUF?***
6

7 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?
8

9 A. BellSouth's position is that the terms and conditions for the provision of
10 ADUF service to DeltaCom should be pursuant Attachment 7, Section 5.7 of
11 BellSouth's proposed Interconnection Agreement. It appears that DeltaCom is
12 asking BellSouth to isolate and provide to them only certain ADUF records.
13 BellSouth is not required to do this. Consistent with the FCC's 271 Orders in
14 BellSouth's states, BellSouth provides competing carriers with complete,
15 accurate, and timely reports on the service usage of their customers in
16 substantially the same manner that BellSouth provides such information to
17 itself. If DeltaCom wants a customized report, it should file a New Business
18 Request.
19

20 Q. ON PAGE 10, MS. CONQUEST CONTENDS THAT DELTACOM
21 SHOULD NOT BE BILLED FOR ADUF RECORDS ASSOCIATED WITH
22 LOCAL CALLS. PLEASE DESCRIBE UNDER WHAT
23 CIRCUMSTANCES LOCAL CALLS WOULD BE INCLUDED IN ADUF
24 RECORDS.
25

1 A. ADUF records will be generated in those circumstances when a DeltaCom end
2 user served by an unbundled port places a call using an access code (i.e.,
3 1010XXX) to an end user within the designated local calling area. In this
4 situation, the call is recorded as an access call - the location of the terminating
5 end user has no bearing on the generation of the record. DeltaCom is asking
6 BellSouth to generate a custom report for it, excluding local calls and/or
7 duplicate calls. BellSouth does not agree to provide custom reports for each
8 CLEC. The reports are generated on the same basis for all CLECs, and are
9 consistent with such reports provided by other ILECs.

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24 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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1 A. Yes.

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3 DOCs # 496472

4

ISSUE: In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

REQUEST: Provide all documents identified in response to Interrogatory 2-4(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply when a CLEC submits a request to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects on the grounds that it is vague because specific access services are not defined and because TELRIC methodology is only applicable for UNE costing and not to cost services.

Subject to and without waiving the foregoing objections, BellSouth does not have a cost study for the specific activities requested. Disconnect cost associated with UNEs or Combinations are provided in BellSouth's TELRIC study filed in APSC Docket No. 27821 (see March 20 & November 15, 2001 versions). Activities and procedures performed for each individual cost element are included in the cost study documentation.

ISSUE: In the event of such conversion (from a UNE or Combination to Other Services or tariffed BellSouth access service), what rates should apply?

REQUEST: Provide all documents identified in response to Interrogatory 2-4(B)-2, including documents regarding the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. Also see BellSouth's response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Provide all documents identified in response to Interrogatory 2-5(C)-1, including documents that identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit that does not require re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see the attached, which is proprietary, and BellSouth's Response to Request for Production, Item No. 2-4(B)-1.